

Date: \_\_\_\_\_

**Mr./Mrs./Ms.**

[Address / Contact details]

**Subject: Allotment Letter in respect of Flat No. \_\_\_\_\_, admeasuring on or about \_\_\_\_\_ sq. mtr. of carpet area on the \_\_\_\_\_ Floor in the building known as "Swastik Sapphire" situated at Cadastral Survey No. 348 (Part) situate at \_\_\_\_\_**

Dear Sir/ Madam,

1. We have acquired development rights in respect of a portion of land admeasuring on or about 1059.81 sq. mtrs. bearing Cadastral Survey No. 348 (Part) situate at \_\_\_\_\_. The said land is affected by a road set back area of on or about \_\_\_\_\_ sq. mtrs. which has been handed over to the concerned authority and accordingly we shall develop the land admeasuring on or about \_\_\_\_\_ sq. mtrs. (hereinafter referred to as "**the Property**")
2. We intend to construct a building on the said Property to be known as "**Swastik Sapphire**" (hereinafter referred to as "**the Building**") consisting of Ground Floor as commercial, plus 18 upper residential floors with terrace.
3. We have received IOD bearing CE/1335/BPES/AS dated 3<sup>rd</sup> January, 2013 and latest Commencement Certificate bearing CHE/ES/1022/S/337 (NEW) dated 6<sup>th</sup> March, 2017. As per plan, we have shops/office/unit on ground floor and residential 1<sup>st</sup> to 18<sup>th</sup> residential floors.
4. On demand, we have given you the inspection of all title documents relating to the Property, Supplemental Agreement to the Development Agreement, Agreement with MHADA, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder;
5. We are agreeable to sale you on ownership basis a Flat/shop/Office admeasuring \_\_\_\_\_ sq. mtrs. (carpet area) bearing no. \_\_\_\_\_ on \_\_\_\_\_ floor (hereinafter referred to as the "**Flat/shop/office/unit**") in the said Building; subject to the terms and conditions contained herein. We shall at any time be entitled to vary and modify the plans in respect of the said

Building and/or amenities to be provided as may be required by the concerned authority; for which you have granted us your unconditional and irrevocable consent.

6. The sale price of the Flat/shop/office/unit shall be **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which shall be paid as set out in accompanying Annexure "A". In addition to the sale price you shall also bear and pay further amounts and charges more particularly set out in Annexure "B". This includes the earnest money of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** paid by you prior hereto, the receipt whereof is acknowledged at the foot of this writing ("**Earnest Money Deposit**").
7. You are aware that you are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to us as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, you shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.
8. We shall confirm the final carpet area that has been allotted to you after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by us. If there is any reduction in the carpet area within the defined limit then we shall refund the excess money paid by you 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 you. If there is any increase in the carpet area allotted to you, you shall pay additional amount to us at the same rate per square meter and prior to taking possession of the said Flat/shop/Office.
9. It has been agreed that the time for payment of all the amounts mentioned herein, including the aforesaid instalment(s), is of essence of the contract. It is further agreed that irrespective of any disputes which may arise between us, you shall make payments as and when demanded by us within 15 days from the date of Notice; failing which you shall be liable to pay the amount so demanded along with interest thereon on the outstanding amount @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum for the delayed period.

10. Without prejudice to our right to charge interest upon you committing default in payment on due date of any amount due and payable by you to us (including your proportionate share of taxes levied by concerned local authority and other outgoings) and upon you committing three defaults of payment of instalment(s), we shall at our own discretion, may cancel this allotment; Provided that we shall give notice of fifteen days in writing to you, by Registered Post AD or by e-mail at address provided by you, of our intention to terminate this allotment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Allotment. If you fail to rectify the breach or breaches mentioned by us within the period of notice then at the end of such notice period, we shall be entitled to terminate this allotment. Provided further that upon termination of this allotment as aforesaid, we shall refund to you amount paid by you without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this allotment. Upon termination we shall be free to allot the said Flat/shop/office/unit to any person(s) of our choice and you shall have no objection thereto. On cancellation/termination, you shall have no claim of any nature whatsoever against us except in respect of the balance amount payable if any.
11. You shall execute and register Agreement for Sale within 30 days from the date of payment of 10% of the total consideration amount and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon. If you fail to execute and register Agreement for Sale as aforesaid, then we shall be entitled to cancel this allotment.
12. You have further confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
13. The detailed terms of the sale/transfer of the Flat/shop/office/unit shall be incorporated in the Agreement ("Agreement"). The Agreement shall include the entire understanding as regards the sale of the Flat/shop/office/unit to you and shall be governed by the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. Provisions of this allotment letter shall be deemed to be incorporated into the Agreement. However, in case of any conflict between the provisions of the Agreement and this letter of allotment, the provisions of the Agreement shall prevail.
14. This letter is issued to record the understanding between parties and to reserve the allotment of the Flat/shop/office/unit to you, in accordance with the terms and conditions of

this letter. However, it is hereby clarified that this letter of allotment does not create or vest any title in the Flat/shop/office/unit or any common areas in you. It is understood that you are paying the consideration amount from your own legitimate resources.

15. In addition to the consideration and other amounts as mentioned herein, you shall also be liable to pay the following amounts as and when demanded by us without raising any objection/query or otherwise:
  - a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Value Added Tax (VAT), Service tax, Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable;
  - b. all cost, charges, expenses, including but not limited to stamp duty, registration charges and or incidental charges in connection with the documents to be executed for sale of the said Flat/shop/office/unit including on the booking form, this letter and the said Agreement.
16. You shall not be entitled to assign the benefit of this letter or purport to sell/ transfer the Flat/shop/office/unit until full purchase consideration is paid by you, and only after obtaining our prior written consent.
17. All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us. This Allotment shall be subject to Mumbai Jurisdiction Only.

Kindly confirm the above by signing the duplicate hereof signifying acceptance of the above terms and conditions.

Thanking you

Yours faithfully,

**For Swastik Realtors**

**I/We Confirm**

**Designated Partner/Authorised Signatory Signature of Flat/shop/office/unit Purchaser(S)**

**PAYMENT SCHEDULE FOR FLAT/SHOP/OFFICE/UNIT****ANNEXURE "A"**

| <b>DETAILS</b>                                                                                             | <b>AMOUNT (Rs.)</b> |
|------------------------------------------------------------------------------------------------------------|---------------------|
| ON BOOKING                                                                                                 | _____/-             |
|                                                                                                            |                     |
| ON REGISTRATION OF AGREEMENT FOR SALE                                                                      | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF PLINTH                                                                                    | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF TERRACE SLAB                                                                              |                     |
|                                                                                                            |                     |
| ON COMPLETION OF WALLS OF THE SAID<br>FLAT/SHOP/OFFICE/UNIT                                                | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF INTERNAL PLASTER OF THE SAID<br>FLAT/SHOP/OFFICE                                          | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF FLOORING, DOORS AND WINDOWS OF<br>THE SAID FLAT/SHOP/OFFICE/UNIT                          | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF STAIRCASES, LIFTWELLS, LOBBIES UP<br>TO THE FLOOR LEVEL OF THE SAID FLAT/SHOP/OFFICE/UNIT | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF SANITARY FITTINGS OF THE SAID<br>FLAT/SHOP/OFFICE/UNIT                                    | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF TERRACES WITH WATER PROOFING OF<br>THE BUILDING                                           | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL<br>PLASTER AND ELEVATION OF THE BUILDING                   | _____/-             |
| ON COMPLETION OF ELECTRICAL FITTINGS TO THE FLOOR<br>LEVEL OF THE SAID FLAT/SHOP/OFFICE/UNIT               | _____/-             |
|                                                                                                            |                     |
| ON COMPLETION OF LIFTS AND WATER PUMPS                                                                     | _____/-             |
|                                                                                                            |                     |
| ON POSSESSION                                                                                              | _____/-             |
|                                                                                                            |                     |
| <b>TOTAL RUPEES _____ ONLY</b>                                                                             | _____/-             |

**ANNEXURE “B”**

- **OTHER CHARGES PAYABLE PRIOR TO HANDOVER OF POSSESSION OF THE FLAT/SHOP/OFFICE/UNIT IN ACCORDANCE WITH THE AGREEMENT.**

| SR. NO.                        | DETAILS                                                                                                                                                                                                      | Amount  |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.                             | Legal and miscellaneous Charges                                                                                                                                                                              | _____/- |
| 2.                             | Society Formation                                                                                                                                                                                            | _____/- |
| 3.                             | Share money, application and entrance fee of the society formed by the Flat/shop/office/unit purchasers (at actuals)                                                                                         | _____/- |
| 4.                             | Proportionate advance deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes and other outgoings @ Rs. ____/- per sq. mtr. per month on carpet area for __ months. | _____/- |
| 5.                             | Charges payable for electricity, water and other service connections to building                                                                                                                             | _____/- |
| 6.                             | Corpus                                                                                                                                                                                                       | _____/- |
| 7.                             | Development charges (as per MCGM notification)                                                                                                                                                               | _____/- |
| <b>Total Rupees _____ Only</b> |                                                                                                                                                                                                              | _____/- |

**Please Note:**

1. It is expressly understood that the consideration mentioned herein does not include any taxes.
2. Any other incidental or consequential charges, if any, shall be charged extra.



## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between **M/S. SWASTIK REALTORS**, a registered partnership firm constituted under the provisions of Indian Partnership Act, 1932, PAN – **ABAFS2576A**, having office at 312, 3<sup>rd</sup> floor, Swastik Disa Corporate Park, L.B.S. Marg, Ghatkopar (West), Mumbai 400 086., through its Authorised Signatory Shri \_\_\_\_\_ hereinafter referred to as "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partners for the time being, the survivor or survivors of them and the heir, executor, administrators and assigns of such last survivor) of the **One Part**,

**AND**

Mr./Mrs./M/s./Miss \_\_\_\_\_

**PAN** \_\_\_\_\_ and \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem and include his/her/their respective legal heir/s, executors, administrators and permitted assigns) of the **Other Part**.

### **WHEREAS:-**

- I. Tagore Nagar Tapascharya Co-operative Housing Society Limited is a society duly registered under the Maharashtra Co-operative Societies Act, 1960 under registration No.BOM/HSG/8053 of 1982 and is the Lessee in respect of plot of land bearing S.No.113 (part), City Survey No.348 (pt.) Village Haryali, Taluka Kurla, Mumbai Suburban District belonging to Maharashtra Housing and Area Development Authority (MHADA) admeasuring 754.36 sq. mtrs. plus Titbit additional area of 305.45 sq mtrs. aggregating to 1059.81 sq. mtrs and more particularly described in the First Schedule hereunder written by virtue of a registered Deed of Lease dated 27<sup>th</sup> December, 2006 registered under



No.10465/2006 for a term of 99 years commencing from 1<sup>st</sup> April, 1980 and subject to the terms and conditions stated therein and were the absolute owners of the building standing thereon by virtue of registered Deed of Sale dated 27<sup>th</sup> December, 2006 registered under No.10466/2006 executed by MHADA in favour of the society and the name of the society is reflected on the Property Register Card of the plot of land, a copy whereof is hereto annexed and marked **Annexure “\_\_”**;

- II. The Title of the Society has been certified by **Mr. B. Devdas**, Advocate, High Court by his Title Certificate dated 23<sup>rd</sup> May, 2012, a copy whereof is hereto annexed and marked **Annexure “\_\_”**;
- III. That the said society has entered into a registered Development Agreement dated 13<sup>th</sup> March, 2007 registered under No.1941/ 2007 with the Promoters herein for development of their said plot of land more particularly described in the First Schedule hereunder written for consideration and upon terms and conditions therein stated;
- IV. The said Society and the Promoters have thereafter entered into two Supplemental Agreements dated 30<sup>th</sup> July, 2011 and 14<sup>th</sup> June, 2013;
- V. The Society has along with the said registered Development Agreement also executed a registered Power of Attorney registered under No.1942/2007 in favour of the partners of the Promoters for the purpose of performing the rights and obligations under the Development Agreement;
- VI. The Promoters have appointed M/s Enclosurre and M/s Ashish Bhatt & Associates, as the Architects for the said redevelopment project by their Appointment Letter dated 28<sup>th</sup> September, 2011;
- VII. The Promoters have appointed M/s. S. W. Mone & Associates, Structural Engineers as the Consulting Structural Engineers for the said redevelopment project by their Appointment Letter dated 20<sup>th</sup> June, 2013;



- VIII. That by virtue of the said Development Agreement and the said Power of Attorney, the Promoters have placed a proposal with the Brihanmumbai Mahanagarpalika for development of the said plot of land of the society by constructing a building consisting of eighteen floors or more as approved by M.C.G.M. and have been granted permission by way of Intimation of Disapproval (IOD) dated 3<sup>rd</sup> January, 2013 under No. CE/1335/BPES/AS, a copy whereof is hereto annexed and marked **Annexure “\_\_\_”**;
- IX. Upon compliance of the terms and conditions required therefore, the Promoters have also been granted Commencement Certificate dated 30<sup>th</sup> August, 2013 upto Plinth Level and latest Commencement Certificate bearing CHE/ES/1022/S/337 (NEW) dated 6<sup>th</sup> March, 2017 upto 18 floors till date and a copy of the said Commencement Certificate is hereto annexed and marked **Annexure “\_\_\_”**;
- X. The Promoters have also applied for and obtained the required permissions and sanctions from MHADA for utilization of the FSI on the said land for the said proposed additional floor building;
- XI. Under the said Development Agreement the Promoters are required to construct and hand over 32 residential flats to the society for 32 members as per the area and specification provided under the aforesaid Agreements and the Developer has already provided for the said 32 flats in their proposed construction and shall be entering into Separate Agreements with the existing members in that behalf;
- XII. Under the Development Agreement, having provided for the 32 flats for the members, the Promoters are entitled to sell all the other flats in the proposed building to be known as **“SWASTIK SAPPHIRE”** on the said plot of land on what is popularly known as ownership basis to prospective purchasers;
- XIII. The Promoters have registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made thereunder with Real Estate Regulatory Authority (RERA) at Mumbai, Maharashtra; having



registration no. \_\_\_\_\_, an authenticated copy of the certificate issued by RERA has been annexed hereto and marked as **Annexure “\_\_”**;

- XIV. The Purchaser confirms that he /she / they has/ have inspected the originals of all the title documents of the society namely the Deed of Lease and the Deed of Conveyance referred to above, the registered Development Agreement, the two Supplemental Agreements, the registered Power of Attorney, Property Register Card, City Survey Plan, the Intimation of Disapproval with attached plans, the Appointment Letters to Architect and Consulting Structural Engineer and is fully satisfied in respect of the title of the said property and also the rights of the Developer to develop the said property and sell the flats as aforesaid;
- XV. The purchaser(s) agrees and confirms that the Promoters shall be entitled to raise finance/loan from any financial institution/bank by way of further mortgage/charge/securitization of the said Project and or receivables, if any, accruing or likely to accrue therefrom, subject to the said Flat (as defined herein below) being made free from any encumbrance at the time of execution of this agreement in favour of the Purchaser(s);
- XVI. The purchaser agrees and confirms that the promoter has raised finance/loan from The Bharat Co-op Bank Ltd and that the sale proceeds received in respect of sale of flats/commercial accommodation will be directly routed through the current account with the Bharat Co-op Bank Ltd and prior NOC shall be obtained from the bank before executing the sale agreement;
- XVII. The Promoters have commenced the construction of the new Building in accordance with the sanctioned plans. The Purchaser(s) have requested and the Promoters have agreed to allot flat bearing number \_\_\_\_ admeasuring on or about \_\_\_\_ sq. mtr. of carpet area on the \_\_\_\_ floor of the Building “SWASTIK SAPPHIRE” (hereinafter referred to as the “**Flat**”) along with the right to park \_\_\_\_ (\_\_\_\_) car(s) in the car parking areas (more particularly described in **Schedule 3** hereunder) at or



for the consideration and subject to the terms and conditions set out hereinafter, an authenticated copy of the floor plan whereof is hereto annexed and marked as **Annexure “\_\_”**, whereon the Flat has been shown by red out-line;

- XVIII. The Purchaser(s) have prior to the execution of these presents paid to the Promoters a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** including an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards the earnest money deposit (hereinafter referred to as “**EMD**”), towards part payment of the sale price of the Flat agreed to be sold by the Promoters as an advance (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Purchaser(s) has/have agreed to pay to the Promoters the balance of the sale price of the Flat in the manner hereinafter appearing;
- XIX. This Agreement is entered into subject to the terms and conditions hereto before or after recited, documents referred to herein and the terms and conditions imposed by the concerned authorities and also subject to variations modifications as may be approved by the authorities/ other public authorities from time to time;
- XX. In the above circumstances, the parties hereto have agreed to execute this Agreement as hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein seriatim. The Purchaser(s) hereby confirm/s that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the Promoters shall be entitled to develop the Property. The Purchaser(s) also confirm/s, agree/s and declare/s that the consideration agreed to be paid by them under this Agreement, is in respect of the Flat, with or without right to the car



parking(s) and also in the common fixtures, fittings and certain amenities and he/she/they shall have no right or claim and/or will not make any claim on any other portion of the Property or any part thereof.

2. The Promoters have the sole and exclusive development rights in all that piece and parcel of the said Land subject to road set-back area as mentioned herein above and more particularly described in the First Schedule hereunder; and shall construct the new Building, to be known as **“Swastik Sapphire”**, consisting of Ground plus Eighteen upper floors with terrace and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the **“Project”**), in accordance with the plans, designs and specifications sanctioned by MHADA, BMC and other concerned authorities from time to time. The Promoters shall obtain prior consent of the Purchaser(s) in respect of variations or modifications which may adversely affect the Flat of the Purchaser(s); except any alterations or additions pursuant to requirements of any Government authorities or due to change in applicable law.
3. The Developers state that the Floor Space Index (FSI) (including by way of availing TDR or fungible/compensatory FSI or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as per DCR/MHADA) proposed to be utilised on the said Property is on or about 5050sq. mtrs. and sanctioned FSI as per approved plans is on or about 5050sq. mtrs. The said Building/s shall be constructed by using and consuming entire FSI i.e. Basic FSI, Fungible (compensatory) FSI, FSI by way of Transfer of Development Rights (hereinafter referred to as the **“TDR FSI”**) and FSI by any other name. The residual FSI in the said Property, not consumed will be available to the Promoters till full utilisation thereof. The Promoters have disclosed the total FSI proposed to be utilised on the Project Land and the Purchaser(s) has/have agreed to purchase the said Flat based



on the proposed construction to be carried out by the Promoters by utilising the proposed FSI and on understanding that the declared proposed FSI shall belong to the Promoters only.

4. The Purchaser(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser(s), subject to the provisions of these presents, Flat bearing number \_\_\_ admeasuring on or about \_\_\_ sq. mtr. of carpet area (hereinafter referred to as the “**Flat**”) shown by red boundary line on the floor plan being **Annexure “\_\_\_”** hereto on the \_\_\_ floor along with right to park \_\_\_ (\_\_\_) car(s) in the car parking areas in the project together with the right to use, occupy, possess and enjoy common areas, amenities and facilities to be provided by the Promoters to the Purchaser(s) as more particularly described in the Fourth and Fifth Schedules hereunder written **TOGETHER WITH** the proportionate undivided share, right, title and interest in the common areas, of the Building, amenities and facilities as intended to be used in common with the Promoters and/or the nominee/s /allottee/s /transferee/s of the Promoters (all of which are hereinafter collectively referred to as “**the Premises**”) at or for total consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (hereinafter referred to as the “**Total Consideration**”). The car parking number(s) shall be assigned and communicated at the time of handing over possession of the said Flat to Purchaser(s).
5. The Purchaser(s) is/are aware that the Purchaser(s) is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchaser(s) shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to the Promoters as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, the Purchaser(s) shall be



liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.

6. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser(s) 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(s). If there is any increase in the carpet area allotted to Purchaser(s), then the Purchaser(s) shall pay additional amount to the Promoter at the same rate per square meter and prior to taking possession of the said Flat.
7. The Purchaser(s) agree/s to pay to the Promoters the Total Consideration in the manner provided in **Annexure “\_\_”** hereto and all other amounts which become due or payable by the Purchaser(s) on the dates mentioned in the intimation letter/demand notice. The total consideration is escalation free; save and except escalations and/or increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be levied or imposed by the competent authorities/ local bodies/ Government from time to time. The Promoter undertakes and agrees that while raising the demand on the Purchaser(s) for increase in development charges, costs, or levies imposed by competent authorities/ local bodies/ Government from time to time, etc., the Promoters shall submit the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect.



8. The Promoters may, in its sole discretion, may allow a rebate for early payments payable by the Purchaser(s) by discounting such early payments for the period for which the respective instalment has been prepaid on mutually agreed terms. The provision for allowing rebate and rate of such rebate shall not be subject to any revision/withdrawal once granted to the Purchaser(s).
9. The Purchaser(s) authorises the Developers to adjust/appropriate all payments made by him/her/it/them under any head(s) of the dues against lawful outstanding, if any, in his/her/its/their name as the Developers may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Developers to adjust its payments in any manner.
10. Time is essence for the Promoter as well as the Purchaser(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser(s) and the common areas to the association of the Purchaser(s) after receiving the occupation certificate. Similarly, the Purchaser(s) shall make timely payments of the instalment and other dues payable by him/her/them and fulfil other obligations under this Agreement.
11. Without prejudice to the other rights of the Promoters under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoters an interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoters to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoters of any of its rights,



remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s).

12. Without prejudice to the right of Promoters to charge interest upon the Purchaser(s) committing default in payment on due date of any amount due and payable by him/her/them (including proportionate share of taxes levied by concerned local authority and other outgoings) and upon the Purchaser(s) committing three defaults of payment of instalments, the Promoters shall at its own discretion, may terminate this Agreement; Provided that the Promoters shall give notice of fifteen days in writing to the Purchaser(s) by Registered Post AD or by e-mail at address provided by him/her/them, of Promoter's 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 Purchaser(s) fail to rectify the breach or breaches mentioned therein within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, Promoter shall refund to Purchaser(s) amount paid by him/her/them without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this Agreement. Upon termination the Promoters shall be free to allot the said Flat to any person(s) of their choice and the Purchaser(s) shall have no objection thereto. On cancellation/termination, Purchaser(s) shall have no claim of any nature whatsoever against Promoters except in respect of the balance amount payable if any.
13. The Promoters shall offer possession of the said Flat to the Purchaser(s) within 60 days from receipt of occupation certificate from competent authority; PROVIDED THAT all the amounts due and payable by the Purchaser(s) under this Agreement are paid to the Promoters. The Promoters



shall inform the Purchaser(s) by written notice that the Premises are ready for use and occupation and the Purchaser(s) shall take possession of the Flat within 15 days from the date of such intimation and shall execute necessary indemnities, declarations, undertakings and such other documents as may be informed by the Promoters. In case the Purchaser(s) fails to take possession of the Flat within 15 days from the date of written notice, the Purchaser(s) shall be liable to bear and pay all premia, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges payable in respect of the Flat from the date of receipt of occupation certificate.

14. Within a period of five years from the date of handing over the possession of the said Premises to the Flat Purchaser(s), the Purchaser(s) or the Society as the case may be brings to the notice of the Promoters any structural defect 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 Purchaser(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. PROVIDED FURTHER THAT, the Promoters shall not be held liable or responsible in the event any damage or defect is caused to the Building or any part thereof on account of the changes, alterations or additions made by the Flat Purchaser in his Premises.
15. The possession of the Premises shall be delivered by the Promoters to the Purchaser(s) by 31<sup>st</sup> December, 2019. The Promoters shall be entitled to a reasonable extension of time if they are unable to deliver the possession of the Premises by the aforesaid date, if the completion of the project is delayed, by reason war, civil commotion or any act of God or if any notice, order, rule or notification of the government and/or any other public or competent authority or Court or for any other reasons beyond the control of the Promoters. If, for



any reason, the Promoters are unable or fail to give possession of the Premises to the Purchaser(s) within the time period specified herein above, or within any further time period, and not on account of reasons mentioned herein above, then in such case, (i) the Purchaser(s), who intends to withdraw from the Project, shall be entitled to give notice to the Promoters terminating the Agreement, in which event, the Promoters shall after the receipt of such notice, refund to the Purchaser(s) within 30 days of notice, the amounts that may have been received by the Promoters from the Purchaser(s) as an by way of instalments of part-payment in respect of the Flat, as well as interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum from the date of receipt till repayment of such amounts. In this event neither party shall have any other claim against the other in respect of the Flat or arising out of this Agreement and the Promoters shall be at liberty to sell and dispose the said Flat to any other person(s) at such price and upon such terms and conditions as the Promoters may deem fit; and (ii) the Purchaser(s), who do not intends to withdraw from the Project, shall be entitled to interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on the amounts paid by the Purchaser(s) every month of delay till handing over the Possession.

16. The Purchaser(s) shall not use the Premises for any purpose other than residence and shall not use the Flat for guest house or any commercial activities, as the case may be, without prior written permission of the Promoters/ co-operative society/ limited company, as the case may be, and of the local authorities. The Purchaser(s) shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking vehicle(s).
17. Within 15 days after notice in writing is given by the Promoters to the Purchaser(s) that the Flat is ready for use and occupancy, the Purchaser(s)



shall be liable to bear and pay in advance prior to taking possession of their respective Flat to the Promoters until the assignment of the Land is executed in favour of a co-operative society or a limited company as mentioned herein and thereafter to the co-operative society or the limited company, as the case may be, the proportionate share that may be decided by the Promoters or the co-operative society or the limited company, as the case may be, towards (a) insurance premium; (b) all municipal and other taxes or betterment charges that may from time to time be levied in respect of the Land and/or Building including water taxes and water charges; and (c) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the Project Land and the Building along with service tax and any other taxes/levies as applicable. The Purchaser(s) shall keep deposited with the Promoters prior to taking possession of the Premises, the following amounts as more particularly set out in the table below:

| <b>SR. NO.</b> | <b>DETAILS</b>                                                                                                                    | <b>Amount</b> |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1.             | Legal and miscellaneous Charges                                                                                                   | ____/-        |
| 2.             | Development Charges (As per MCGM norms)                                                                                           | ____/-        |
| 3.             | Share money, application and entrance fee of the society formed by the flat purchasers (at actuals)                               | ____/-        |
| 4.             | Proportionate advance deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes and other. | ____/-        |



|                                |                                                                                  |        |
|--------------------------------|----------------------------------------------------------------------------------|--------|
| 5.                             | Charges payable for electricity, water and other service connections to building | ____/- |
| 6.                             | Corpus                                                                           | ____/- |
| <b>Total Rupees _____ Only</b> |                                                                                  | ____/- |

The Purchaser(s) shall also pay proportionate charges towards Stamp Duty and Registration Charges for transferring the title by way of Deed of Assignment in favour of a co-operative society or a limited company as mentioned herein. The abovementioned sums/amounts shall not carry interest and will remain with the Promoters and the account thereof will be maintained until the assignment of the Land is executed in favour of a co-operative society or a limited company as mentioned herein and on such assignment being executed, the aforesaid deposits (less deductions, if any) shall be paid over to the co-operative society or the limited company, as the case may be other than amounts mentioned at serial nos. 1,2 and 5 above. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts mentioned in this Clause, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein.

The Promoters shall maintain a separate account in respect of sums received by the Promoter from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the aforesaid outgoings and shall utilize the amounts only for the purposes for which they have been received.

18. It is expressly and specifically agreed and confirmed by and between the parties hereto that at any time prior to the execution of the Deed of Assignment the F.S.I at present applicable to the Property is increased and



the usage of T.D.R. becomes permissible on the Building under the applicable law, then such beneficial increase in F.S.I. and or such beneficial permission/Loading of T.D.R. on the Building shall exclusively to and accrue for the sole benefit and enjoyment of the Promoters and the Promoters alone shall have the entire and exclusive benefit of such increase in the F.S.I. and the beneficial use of the permitted T.D.R. which will be consumed on the Building. The Purchaser(s) hereby expressly and specifically agrees and confirm that he/she/they shall not have any right, title interest and claim of whatsoever nature over the further increase in F.S.I. of the Property, which shall exclusively belong to the Promoters. The Promoters may; subject to provisions of the Act and the Rules, construct additional floor(s) on the Building and/or at the sole discretion of the Promoters, generate appropriate certificate whereof with the approval of concern authority and utilize the same in any other Project.

19. The Purchaser(s) shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes or to put grills on the outer side of the Building and shall maintain the same in the same form as the Promoters have constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Promoters/Society/limited company; as the case may be.
20. The fixtures, fittings and amenities to be provided in the Premises and the materials to be used in the construction of the Building and the specification of the Building are those as set out in the Third Schedule hereunder written and the Purchaser(s) has satisfied himself/herself/ themselves about the design of the Premises and also about the specifications and amenities to be provided therein.



21. The Purchaser(s) shall have no claim whatsoever over the Building, except in respect of the Flat hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, un allotted flats and other spaces, terrace, garden etc. shall remain the property of the Promoter till the Land and the Building known as “Swastik Sapphire” are transferred to the co-operative society or limited company, as the case may be.
22. It is also clearly understood and agreed by and between the parties hereto that the transfer of title in favour of the co-operative society/limited company formed by the purchasers of flats in the Building shall be the assignment of the Land.
23. The Promoters hereby represents and warrants to the Purchaser(s) as follows:
  - (i) The Promoter has absolute development rights in respect of the project land and 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;
  - (ii) 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;
  - (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report/this Agreement;
  - (iv) There are no litigations pending before any Court of law with respect to the project land or Project;



- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 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 and common areas;
- (vi) 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 Purchaser(s) created herein, may prejudicially be affected;
- (vii) 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 Flat which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the building to the association of Purchaser(s), the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to the Association of the Purchaser(s);
- (x) The Promoter has duly paid and shall continue to pay and discharge till the date of receipt of occupation certificate, all 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;

- (xi) 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;
- (xii) Various amounts which are to be paid for the commencement for the construction of the Building have been duly paid to the concerned authorities including without limitation stamp duty and registration charges etc. as are for the time being in force;
- (xiii) The Promoters/Owners shall pay the transfer premium and execute a Lease Deed in favour of the proposed society of purchasers and comply with all the terms and conditions of the NOC issued by the Estate Department. Upon execution of the Agreement for transfer of Lease/Assignment in favour of the Society, the Society shall be responsible to re-new the lease by paying transfer premium and lease rent from time to time, at such rate, as may be applicable and levied by the MCGM/MHADA;
- (xiv) The said Land is affected by a road set back area of on or about \_\_\_\_\_ sq. mtrs. which has been handed over by the Promoters to the concerned authority and accordingly the Promoters shall be entitled to develop the Land admeasuring on or about \_\_\_\_\_sq. mtrs.



24. The Purchaser(s) for himself/ herself/ themselves and his/ her/ their nominee(s), heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the Premises shall come, hereby covenant/s as follows:-
- a. TO MAINTAIN the Premises at his/her/their cost in a good and tenantable repair condition from the date of possession and shall not do or suffer to be done anything in or to the Premises, and/or common passage, or the compound which may be against the rules or bye-laws of the BMC or any other authority;
  - b. TO CONTRIBUTE proportionately within 15 days of demand by the Promoters, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the Building;
  - c. To CONTRIBUTE proportionately towards the lease rent payable to concerned authority and such other charges as may be imposed in respect of the lease deed to be executed between MCGM and the proposed society of purchasers as and when called upon and demanded/directed by MCGM;
  - d. TO PERMIT the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition of the Building and common areas;
  - e. NOT TO DO or permit to be done in or upon the Premises or any portion of the Building, or any act, deed or thing which shall cause nuisance



annoyance, disturbance, danger or inconvenience to the other occupants/allotees of other premises of the Building;

- f. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Building or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;
- g. TO MAINTAIN the Premises at his/her/their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the Building, its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;
- h. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building, including entrances of the Building; and in case any damage is caused 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 and for rectifying such damage and restoring the damaged portion to its original condition and to keep the Promoters, occupants/allotees of the premises of the Building indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;



- i. TO CARRY OUT, at his/her/their own cost, all internal repairs to the Premises and maintain the same in the same condition, state and order in which it was delivered by the Promoters to the Purchaser(s) and shall not do or suffer to be done anything in or to the Building or in respect of the Premises, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- j. NOT TO DEMOLISH or cause to be demolished the Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building, in which the Premises is situated and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the Building in which the flat is situated and shall not in any manner damage the columns, beams, walls, slabs or RCC part or other structural parts in the flat without prior written permission of the Promoters and the proposed society/ limited company /BMC and other bodies and authorities as the case may be;
- k. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises in the Building;



- l. NOT TO THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or in any portion of the Land and the Building;
- m. NOT TO KEEP anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the Building;
- n. NOT TO DEMAND, at any time, partition by metes and bounds of Purchaser(s) interest in the Premises and/or the Building, it being an express and specific intention of the parties hereto that the interest of the occupants in the Premises and in the Building shall always be impartible;
- o. NOT TO USE the refuge area provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building;
- p. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
- q. TO STRICTLY comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area of the New Building and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society; and



- r. NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the Promoters.
25. The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the Promoters and the other occupants of the Building of from and against a breach of the aforesaid covenants by the Purchaser(s).
26. The Purchaser(s) shall not be entitled to let, sublet, sell, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose or part with his/her/their interest under this Agreement or benefit of this Agreement or part with possession of the Premises until all the dues and other deposit payable by him/her/them to the Promoters under this Agreement are fully paid up and that too only if the Purchaser(s) has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they obtain the prior written consent of the Promoters.
27. The Purchaser(s) shall observe and perform and abide by all the bye-laws and/or rules and regulations which the co-operative society formed/incorporated by purchasers of the flats in the Building, at the time of registration/incorporation may adopt and all the provisions of the Memorandum and Articles of Association and the additions, alterations or amendments thereof, for protection and maintenance of the Building and the premises therein and/or in the compound and for the observance and carrying out the building rules and regulations and bye-laws for the time being of the BMC and other public bodies. The Purchaser(s) and the permitted persons to whom the Premises are let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such co-operative society, as the case may be,



regarding the occupation and use of the Building and the premises therein and shall pay and contribute regularly and punctually towards the lease premium, taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

28. The Purchaser(s) hereby agree/s and undertake/s to become a member of the co-operative society formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the co-operative society and for becoming a member, including the bye-laws of the co-operative society and duly fill in and sign the same within 7 (seven) days of the same being intimated by the Promoters to the Purchaser(s). No objection shall be raised by the Purchaser(s) if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority. The Purchaser(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Promoters and of the other Purchaser(s) of the other flats in the Building.
29. The Purchaser (s) hereby covenants that as member of the co-operative society, he shall ensure that the society shall preserve and maintain the documents/ plans received from the Owners/ Promoters/ Architect and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the Chief Fire Officer, through an authorised agency of MCGM.



30. The Purchaser(s) hereby covenant/s that from the date of possession, he/she/they shall keep the Premises, the walls and partitions walls, sewers, drains, pipes and appurtenances thereto belongings in good tenantable repairs and conditions and shall abide by all the bye-laws, rules and regulations of the government, BMC, BEST Limited and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
31. When the co-operative society is registered or incorporated, as the case may be, by the purchasers of flats in the Building and all amounts due and payable to the Promoters in respect of all the flats are paid in full as aforesaid, then the Promoters shall within 3 months thereof (subject to their obtaining the permission under the law and rules and regulations) get executed the necessary lease/conveyance of the Land/deed of assignment (to the extent as may be permitted by the authorities) without being liable for any compensation, except applicable transfer premium towards the transfer of lease in favour of the such co-operative society or limited company, as the case may be. The Purchaser(s) shall not raise any objection and/or claim any compensation thereof. Such assignment shall be in respect of the Land described in the First Schedule hereunder written together with the Building constructed and standing thereon.
32. In the event of the society or limited company being formed and registered before the sale and disposal by the Promoters of all the flats, the Promoters shall have absolute authority and control as regards the unsold flats and the disposal thereof. The Promoters shall be liable to pay only the municipal taxes, at actual and no other charges in respect of the unsold flats. Further the Promoters shall join in as the member in respect of such unsold premises as required under the Act and the Rules and when such premises are sold to the persons of the Promoters choice and at the discretion of the Promoters, the co-operative society or limited company, as the case may be, shall admit



as members the purchaser of such premises without charging any premium or any other extra payments from them.

33. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser(s).
34. In addition to the consideration and other amounts as mentioned herein, the Purchaser(s) shall also be liable to pay the following amounts as and when demanded without raising any objection/query or otherwise:
  - a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Value Added Tax (VAT), Service tax, Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable; and
  - b. all cost, charges, expenses, including but not limited to stamp duty, registration charges, premia, and or incidental charges in connection with the documents to be executed for sale of the said Flat including on the booking form, this letter and the said Agreement.
35. It is clearly understood and agreed that it shall not be the obligation of the Promoters to make the payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoters have received the same from the purchasers of various flats/units and other premises in the Building. The Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises and/or the Building due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser(s) and/or other purchasers of the Premises therein and/or their failing to comply with their obligations under this Agreement.



36. All notices to be served on the Flat Purchaser(s) as contemplated this in Agreement shall be deemed to have been duly served if sent to the Flat Purchaser(s) by Registered Post A.D./Prepaid post under certificate of posting/hand delivery/email/courier at his/her/their common address mentioned hereinabove and intimated to the Promoters from time to time.
37. The Purchaser(s) hereby gives his/her/their express and specific consent to the Promoters to raise any loan against the Land and the Building under construction and to mortgage the same and/or create a charge thereon with any bank or banks or any other party. This consent is on the express understanding that any such loan and the liability thereof shall be cleared by the Promoters only at their expenses.
38. The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or its affiliates (hereinafter referred as the **“displays”**) with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The Promoters and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other flat in the Building and/or the co-operative society or limited company in respect of the displays.
39. The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has expressly understood the contents, terms and conditions of the same; and (c) the Promoters have entered into this Agreement with the Purchaser relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this



Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

40. The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, of the Premises, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s).
41. Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoters.
42. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment of the Flat and building or any part thereof. The Purchaser(s) shall have no claim, save and except in respect of the Flat hereby agreed to be sold to him/her/them/it and it is clarified that the other common facilities, if any, made available on the said Property shall not be available to the Purchaser(s) and the Purchaser(s) shall not claim any right to



use the same until the Project Land is assigned to the Society or limited company as the case may be.

43. Forwarding this Agreement to the Purchaser(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) until, firstly, the Purchaser(s) 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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of various amounts stated herein above) without any interest or compensation whatsoever.
44. 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 Flat.
45. This Agreement may only be amended through written consent of the Parties.
46. 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.

47. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.
48. 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 at Mumbai shall have an exclusive jurisdiction for this Agreement.
49. It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing collateral, if any, are indicative only and shall not be included as part of the said Flat. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Promoter shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.



**THE FIRST SCHEDULE ABOVE REFERRED TO**

**THE LAND**

All that piece and parcel of plot of land admeasuring about 754.36 sq. mtrs. plus Titbit additional area of 305.45 sq mtrs. aggregating to 1059.81 sq. mtrs situated at S.No.113 (pt). City Survey No.348 (pt) Village Hariyali, together with the building structure standing thereon, comprising of the Ground plus three upper floors, bearing building No.35 and being part of the Board's land at Tagore Nagar, Village – Vikhroli, Taluka-Kurla, Mumbai 400 083 in the Registration District of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the North : 60 feet wide road

On or towards the South: Bldg. No.34

On or Towards the East : 56 feet wide road

On or towards the West : Bldg. No.36

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**THE BUILDING**

Multi-storeyed building to be known as "SWASTIK SAPPHIRE" comprising of Ground plus 18 upper floors and Terrace located at Building No.35, Tagore Nagar, Vikhroli East, Mumbai – 400 083.



**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**DETAILS OF FLAT**

The Flat bearing number \_\_\_ admeasuring on or about \_\_\_ sq. mtr. of carpet on the \_\_\_ floor in the Building to be known as “SWASTIK SAPPHIRE” along with right to park \_\_\_ (\_\_\_) car(s) in the car parking areas

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**LIST OF FLAT AMENITIES**

- |                      |   |                                                                                          |
|----------------------|---|------------------------------------------------------------------------------------------|
| 1. FLOORING          | - | Vitrified tiles of 2' x 2' size in Hall, Bed rooms & Kitchen                             |
| 2. ELECTRICAL        | - | Concealed Copper wire                                                                    |
|                      | - | Good Quality switches, plug points etc., of reputed make. (Roma or equivalent)           |
| 3. TELEPHONIC WIRING | - | Telephone points in living room.                                                         |
| 4. PLUMBING          | - | Concealed CPVC pipe Plumbing.                                                            |
|                      | - | Good quality fittings in toilets for shower taps of good quality. (Jaquar or equivalent) |
|                      | - | European style wall mounting W.C. and Wash Basin of reputed make. (Cera or equivalent)   |
|                      | - | Hot & Cold mixer in shower & tap (Jaquar or equivalent) in bathroom/toilet               |

- |             |                                                                                                                                                                                                         |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. KITCHEN  | <ul style="list-style-type: none"> <li>- Granite / Marble kitchen platform with s/s sink (Nirali or equivalent)</li> <li>- Ceramic glazed tiles upto lintel level in kitchen above platform.</li> </ul> |
| 6. PAINTING | <ul style="list-style-type: none"> <li>- Distemper for interiors.</li> <li>- Exterior paint of good quality</li> </ul>                                                                                  |
| 7. DOORS    | <ul style="list-style-type: none"> <li>- Main door Flush , polished safety chain, night latch.</li> <li>- Other doors: Flush Stainless Steel hinges.</li> </ul>                                         |
| 8. WINDOWS  | <ul style="list-style-type: none"> <li>- Powder coated/ Anodised Aluminium sliding windows with 4 mm Float glass on Marble/Granite sill</li> </ul>                                                      |

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**LIST OF COMMON AREAS FACILITIES**

- |                    |                                                                                                                                                                                                                                            |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. WATER PROOFFING | <ul style="list-style-type: none"> <li>- Terrace: brickbat coba with China mosaic tiles, surface</li> <li>- Waterproofing system and proper water proofing for toilets.</li> <li>- Duct slabs, wall &amp; floors of water tank.</li> </ul> |
| 2. FACILITIES      | <ul style="list-style-type: none"> <li>- Lifts of reputed make as per requirements. (Schindler, Kone or equivalent)</li> <li>- Well designed entrance layout.</li> <li>- Society Office.</li> </ul>                                        |



- Under ground and over head water storage tank shall be provided as per BMC rule.

### 3. STRUCTURE

- R.C.C. frame structure
- M 20/M 25 concrete
- Cement: 53 Grade R.C.C. Work
- 43 Grade for finishing.
- Steel TMT bars



**IN THE WITNESS WHEREOF** the Developer and the Purchaser/s have hereto set and subscribed their seal on the day and year first hereinabove written.

**SIGNED, SEALED AND DELIVERED**

)

)

BY THE WITHINNAMED **DEVELOPER**

)

**M/S. SWASTIK REALTORS**

)

)

Through its Authorised Signatory

)

)

Shri\_\_\_\_\_

)

)

**IN THE PRESENCE OF**

)

1. \_\_\_\_\_

)

2. \_\_\_\_\_

)

)

**SIGNED, SEALED AND DELIVERED**

)

)

BY THE WITHINNAMED **PURCHASER/S**

)

)

SHRI/SMT./MS.\_\_\_\_\_

)

)

)

)

**IN THE PRESENCE OF**

)

1. \_\_\_\_\_

)

2. \_\_\_\_\_

)



## RECEIPT

Received a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
Only) from Mr./Mrs./Ms. \_\_\_\_\_  
within named Purchaser/s as part/full payment of Flat \_\_\_\_\_ on \_\_\_\_\_ Floor of  
the proposed building "**SWASTIK SAPPHIRE**". The balance payment shall be paid as  
per the schedule of payment appearing in this Agreement as received by Purchaser/s.

The above payment is received as under.

| Sr. No. | Date | Cheque No. | Bank Name | Amount |
|---------|------|------------|-----------|--------|
| 1.      |      |            |           |        |

(This Receipt is Subject to Realization of Cheques, Drafts, etc. )

**For M/S. SWASTIK REALTORS**

**Authorised Signatory**



**PAYMENT SCHEDULE FOR FLAT/SHOP/OFFICE/UNIT**

**ANNEXURE “ ”**

| DETAILS                                                                                                    | AMOUNT (Rs.) |
|------------------------------------------------------------------------------------------------------------|--------------|
| ON BOOKING                                                                                                 | _____/-      |
| ON REGISTRATION OF AGREEMENT FOR SALE                                                                      | _____/-      |
| ON COMPLETION OF PLINTH                                                                                    | _____/-      |
| ON COMPLETION OF SLABS                                                                                     |              |
| ON COMPLETION OF WALLS OF THE SAID<br>FLAT/SHOP/OFFICE/UNIT                                                | _____/-      |
| ON COMPLETION OF INTERNAL PLASTER OF THE SAID<br>FLAT/SHOP/OFFICE                                          | _____/-      |
| ON COMPLETION OF FLOORING, DOORS AND WINDOWS OF<br>THE SAID FLAT/SHOP/OFFICE/UNIT                          | _____/-      |
| ON COMPLETION OF STAIRCASES, LIFTWELLS, LOBBIES UP<br>TO THE FLOOR LEVEL OF THE SAID FLAT/SHOP/OFFICE/UNIT | _____/-      |
| ON COMPLETION OF SANITARY FITTINGS OF THE SAID<br>FLAT/SHOP/OFFICE/UNIT                                    | _____/-      |
| ON COMPLETION OF TERRACES WITH WATER PROOFING OF<br>THE BUILDING                                           | _____/-      |
| ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL<br>PLASTER AND ELEVATION OF THE BUILDING                   | _____/-      |
| ON COMPLETION OF ELECTRICAL FITTINGS TO THE FLOOR                                                          | _____/-      |



|                                                                                               |                                                                                             |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| LEVEL OF THE SAID FLAT/SHOP/OFFICE/UNIT                                                       |                                                                                             |
| ON COMPLETION OF FIRE FIGHTING SYSTEM TO THE FLOOR<br>LEVEL OF THE SAID FLAT/SHOP/OFFICE/UNIT | _____/-                                                                                     |
| ON COMPLETION OF LIFTS AND WATER PUMPS                                                        | _____/-                                                                                     |
|                                                                                               |                                                                                             |
| ON POSSESSION                                                                                 | _____/-                                                                                     |
| <b>TOTAL RUPEES _____ ONLY</b>                                                                |  _____/- |

SWASTIK