

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai
this _____ day of _____, 20_____.

BETWEEN

M/S. SHANTI ENTERPRISE, [PAN _____], a Partnership Firm registered under the Indian Partnership Act, 1932 having its Office at Shop No. 9, Sumanta Apartment, L.T. Road, Vazira Naka, Borivali (West), Mumbai 400 092 hereinafter referred to as “**THE DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or the partners for the time being and from time to time of the said firm, the survivor or survivors of them and the heirs, executors and administrators of such survivors and his/her/their assigns) of the **OTHER PART**:

AND

Mr./Mrs./M/s.,

(PAN)

Mr./Mrs./M/s.,

(PAN)

Mr./Mrs./M/s.,

(PAN)

having address at-
....., hereinafter referred to as “**THE PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, executors and administrators; and in case of body corporate its successors and in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors of them and in case of a Hindu undivided family, the Karta and the members for the time being and from time to time of the coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them; and in case of trust, trustees for the time being and from time to time of the trust and the survivors of survivor of them and the heirs, executors and administrators of the last survivor of them) of the **OTHER PART**;

WHEREAS -

- A.** Shri Ramesh Ganpat Gaikwad was the original owner (“the original owner”) of all that piece or parcel of non-agricultural land admeasuring 464.80 sq. mtrs. or thereabout bearing Survey No. 13, Hissa No. 1 (part) and bearing corresponding CTS No. 347, being old Plot No. 203 (pt) and Final Plot No. 307, of Final TPS No. III of Borivali West MSD and situated, lying and being at Ram Mandir Road, Borivali (West), Mumbai 400 092 and within the limits of R/North Ward of Municipal Corporation for Greater Mumbai (hereinafter the “**said Plot**”). The said

plot is more particularly described in the **First Schedule** hereunder written and the said Land is delineated with red coloured boundary line on the plan annexed hereto and marked as **Annexure "A"**.

- B.** By an Agreement for Sale dated 26th September, 1977 made and entered into between said original Owner of the One Part and Shri Subhash Shantaram Patil of the Other Part, the said original owner agreed to sell to the said Shri Subhash Shantaram Patil the said Plot for the consideration and on the terms and conditions therein contained. By another Agreement for Sale dated 6th October, 1978, the said Shri Subhash Shantaram Patil, agreed to sale his right in favour of M/s. Deep Shilpa Construction, and the said M/s. Deep Shilpa Construction has carried out construction of a building on the said plot known as "Swashray" (hereinafter the "**said old Building**") consist of 16 residential units having ground plus ____ upper floors and sold the said units on ownership basis under the provisions of Maharashtra Ownership Flat Act, 1963. The said plot and the said old building shall hereinafter collectively referred as the "**said property**".
- C.** All the Flat Purchaser/s of the said Building formed a Co-operative Housing Society under the name and style of "Swashray Co-operative Housing Society Limited", (hereinafter the "**said Society**") and same is duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM/ WR/HSG/(TC)/ 1758/85-86 dated 3rd December, 1985. Since the promoter M/s. Deep Shilpa Construction, failed to comply its statutory obligation of conveying right, title and interest in the said property to the said Society, the Society, through the Developer herein, preferred an Application before the Competent Authority appointed u/s 5A for obtained Deemed Conveyance under the provision of section 11(3) of MOFA, 1963. The said Hon'ble Authority issued his order dated 13th February, 2014 and subsequently executed Deed of Conveyance dated 6th August, 2015 duly Registered under No-BRL-8-6371 of 2015 before the Sub-Registrar of Assurances Borivali-6 and also mutated the name of the Society on the Property Registered Card, Society as a absolute owner /holder of the said property, a copy of which is annexed herewith as **Annexure "B"**.
- D.** In the meantime, since the said old building, was old and dilapidated, the General Body of the Society, in the meeting held on 25th May, 2012 decided to opt for redevelopment of the said property by demolishing the said old building and re-constructing a new structure / building by engaging the services of some reputed Builders and Developers. Accordingly, the Society followed the redevelopment guidelines / policy dated 3rd January, 2009 under Section 79(A) of Maharashtra Co-operative Societies Act, 1960 and invited tenders from various developers in order to redevelop the said Property;
- E.** There is potential of loading the Transferable Development Rights (TDRs) to the extent of 464.80 Sq. Meters and utilizing the balance FSI as well as fungible FSI (both free and with Premium), on the Said Property in accordance with the rules and regulations of Brihanmumbai Municipal Corporation. For that purposes, the Society appointed a Re-Development Committee consisting of 7 members and also appointed

M/s. B.J. Mehta Architectural & Structural Consultants Pvt. Ltd. as Project Management Consultants (hereinafter the “**said PMC**”). A copy of the Resolution passed in the General Body meeting appointing the Redevelopment Committee and the PMC is annexed herewith and marked as **Annexure “C”**.

- F.** The PMC prepared the feasibility report and tender documents giving details of area of plot, area used and utilized by the Society members and other terms and conditions and also published an advertisement in daily news paper i.e. in Times of India and in *Mumbai Samachar* (Gujarati) on 13th March, 2012 calling the tenders/offer from interested Developers/Builders for redevelopment of the said property. Based on the prevailing policies and information in the tender documents, 8 Developers/Builders submitted their offers for re-development of the said property.
- G.** The Managing Committee and the Re-Development Committee, in association with PMC, scrutinized the tenders/ offers received from 8 Developers/Builders, and than short listed 5 best developers from the same, and visited the sites of the short listed parties and after making further enquiries and getting clarifications from them on various aspects on the offer in the personal meetings with the Developers, the offer received from the Developers herein were placed before the Special General body Meeting held on 31st May, 2012. On discussion thereon, the offer submitted by the Developers herein, vide their letter dated 9th July, 2012 and final offer with acceptance received from the Developers herein on 9th July, 2012 was found favorable and most competitive and in the interest of the Society as well as its members and accordingly necessary Resolution was passed. Hereto annexed and marked as **Annexure “D”** are the relevant extract of the said resolution and copy of the letter dated 9th July, 2012 respectively;
- H.** The final offers dated 9th July, 2012 received from the Developers was placed in a Special General Body meeting held on 29th July, 2012 after deliberations and discussions, the members present in the said General Body unanimously accepted the said final offers and finally decided to appoint the Developers herein for the redevelopment of its property. In the said meeting out of total 16 members of the society 14 members were present. In the said meeting Mr. Mandelia, Co-operative Officer, Grade II, Co-operative Department, Maharashtra (Representative of Deputy Registrar, R ward, CS, Mumbai) was also present and the video recording of the same was done. Subsequently all the members of the Society have accepted the offer submitted by the Developers and submitted their written consent vide consent letters all dated 30th July, 2012 inter alia, giving their consent for the appointment of the Developers herein for redevelopment of the said Property. One of such consent by members of the Society dated 30th July, 2012 is annexed hereto and marked as **Annexure “E”**. The Dy. Registrar Co-operative Societies R Ward (now R/North ward), Mumbai by his letter dated 30th July, 2012 confirmed that the Society has appointed the Developers herein as the Developers for redevelopment of the said property as per Government of Maharashtra Directives dated 3rd January, 2009 under Section-79A of Maharashtra

Cooperative Societies Act-1960 which is annexed hereto and marked as **Annexure “F”**.

- I. The Society has issued a Letter of Intent dated 11th August, 2012 (**the said LOI**) in favour of the Developers confirming their appointment as the Developers for redevelopment of the said Property subject to fulfillment of terms and conditions as contained in the tender document and also offer letter of the Developers herein; annexed hereto and marked as **Annexure “G”**.
- J. In pursuance of the said appointment of Developer herein, the Society assigns various powers and authority vide Power of Attorney dated 28th December, 2012 duly registered before the Sub-Registrar of Assurances at Borivali-5 under Sr. No. on (hereinafter the “said POA”) to the nominees of Developer herein to carry out pre-constructional and redevelopment of new building, *inter-alia*, sale of the additionally constructed units/premises on ownership basis and allot additional car parking (hereinafter the said “**car parking**”) remained after providing units (as Permanent Alternate Accommodation, **PAA**) to the existing members. Since the Developer herein complied all terms and conditions of tender the Society vide Redevelopment Agreement dated 4th May, 2018 (hereinafter the “**said RD Agreement**”) duly adjudicated the same and registered before the Sub-Registrar of Assurances at Borivali-5, under Sr. No. BRL-5-6066 of 2018 on 4th May, 2018.
- K. In the premises aforesaid the Developers is entitled to demolish the said old building and construct new building(s) on the said property in terms of the said RD Agreement and Power of Attorney by utilizing the existing FSI of the said Plot and by loading fungible/TDR FSI granted by MCGM, and enter into agreements with the prospective purchasers of premises in the said new building and to receive the sale price in respect thereof. In pursuance of the said RD Agreement, the said Society has put the Developers in possession of the said property for carrying out redevelopment work.
- L. The Developers herein have entered into standard agreement with M/s. _____, an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- M. The Developers have also appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the said Architect and the structural Engineer till the completion of the new building(s).
- N. The Developers have got approved from the MCGM, the plans, the specifications, elevations, sections of the new building(s). The copy of IOD bearing NO _____ (NEW) OF _____ dated ____/____/____ and revised on ____/____/____ Also obtain Commencement Certificate issued by the MCGM dated ____/____/____, revised on ____/____/____ a copy of Certificate of Title issued by M/s. _____, Advocate of the

Developers, copy of the Property Card in respect of the said plot and copy of the location plans are annexed hereto and marked as **Annexure “H”, Annexure “I”, Annexure “J”, Annexure “K” and Annexure “L”** respectively.

- O.** While sanctioning the said plans, the MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and constructing the new building and upon due observance and performance of which only the completion and Occupation Certificate in respect of the new building shall be granted by the MCGM.
- P.** The Developers herein has now demolished the old building on the said plot and is developing the said property by constructing a new building thereon continued to be known as **“Swashraya”** comprising of basement/stilt and _____ upper floors (hereinafter the **“proposed new building”**) as per the plans sanctioned by the MCGM.
- Q.** The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of the title relating to the said property, the plans, designs and specifications prepared by the Architects M/s. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules made thereunder.
- R.** The Developer has also given inspection of all the deeds, documents papers and writings including various permissions under and/or sanctions as hereinabove referred to and the Purchaser has seen, inspected the same and has also sought for all information and/or clarifications with respect to the said Project and the matters related thereto from the Developer and is satisfied himself with the same and has also specifically seen and inspected title certificate of the said Advocate and agreed not to challenge and/or dispute the same or raise objections in that behalf at any time and that the said title certificate shall be binding upon the Purchaser.
- S.** The Developers have the sole and exclusive right to sell the flats and allot car parking spaces not reserved for the existing members of the said Society in the new building as per the said Agreement for Redevelopment and to enter into Agreement/s with the Purchaser(s) of the flat/premises and to receive and appropriate consideration in respect thereof.
- T.** The Developer has got various approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said buildings and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said buildings. The Developers herein have commenced the construction of the said new building on the said property comprising of basement/stilt and 18 upper floors for providing flats/car parks to the existing members of the said Society and with a view to sell, allot and dispose off the balance flats

and car parks to the intending/prospective purchasers on ownership basis as is contemplated by the provisions of the Maharashtra Ownership Flat (Regulation of Promotion Construction Sale, Management and Transfer) Act, 1963 and rules framed there under (as amended upto date).

- U.** The Developers have given inspection of all the deeds, documents papers and writings including various permissions under and/or sanctions as hereinabove referred to and the Purchaser(s) has/have seen, inspected the same and has also sought for all information and/or clarifications with respect to the said Project and the matters related thereto from the Developers and is/are satisfied himself/ themselves with the same and has/have also specifically seen and inspected title certificate of the said Advocate and agreed not to challenge and/or dispute the same or raise objections in that behalf at any time and that the said title certificate shall be binding upon the Purchaser.
- V.** The Purchaser(s) herein has/have applied to the Developers to allot a flat/Stilt-open Car Parking on ownership basis in the said proposed building to be constructed on the said property.
- W.** Pursuant to the negotiation between the parties the Purchaser herein has applied to the Developer to allot a Flat No. _____ on _____ floor in wing _____ situated in building known as _____ being constructed on the said property and hereinafter referred to as **"the said Flat"** more particularly described in **Second Schedule** hereunder appearing for the lump sum price (**"the total aggregate consideration amount"**) of Rs _____/- (Rupees _____ only) with full notice of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to certain terms, conditions and covenant hereby mutually agreed upon by and between the parties and specifications and amenities as per **Annexure-"M"** hereunder annexed. The authenticate copy of floor plan and specifications of the apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the concerned competent authority have been annexed and marked as **Annexure-"N"**. The carpet area of the said Flat is _____ square feet / square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the Flat.
- X.** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- Y. The Developer hereby confirms that prior to the execution of these presents the Purchaser has paid to the Developer a sum of Rs. _____ (Rupees _____ only), being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser(s) has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.
- Z. The Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra Mumbai under No. _____ dated _____. The copy of Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority is annexed hereto and marked as **Annexure-“O”**.
- AA. Under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Developers are constructing the Building known as “Swashraya” on the said property more particularly described in the First Schedule hereunder written comprising of basement/ stilt and _____ upper floors, in accordance with the sanctioned plans, designs and specifications granted and/or approved by the MCGM and which have been seen and approved by the Purchaser(s) with only such variations and modifications as the Developers at their discretion have considered necessary or as may be required by the MCGM/Government to be made in them or any of them. However, the Developers shall have to obtain prior consent of the Purchaser(s) in respect of such variations or modifications which may adversely affect the premises of the purchaser agreed to be sold hereunder. The Developers subject to the aforesaid right of the Purchaser(s) have the right to amend and/or modify the said plans for smooth and better development of the said plot without any reference to the Purchaser (s).
2. The Purchaser(s) has/have prior to the execution of this Agreement satisfied himself/themselves about the title of the said society to the said property and the rights of the Developers to develop the said property and sell the flats/allot the car parks in the proposed new building and the Purchaser(s) shall not be entitled to further investigate the title of the said society/Developers to the same or to her/their rights to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto.
3. The Purchaser(s) hereby agrees/agree to purchase and acquire from the Developer and the Developer hereby agree to sell to the Purchaser(s) the Apartment No. _____ of the type _____ of the

carpet area admeasuring _____ sq. ft / sq. mtrs. on the _____ floor of the said building in _____ Wing named “_____” as shown in the floor plan hereto annexed and marked **Annexure-“P”** (hereinafter referred to as “**the said Flat**”) at or for the total aggregate consideration amount price of Rs. _____ Rupees _____ only) alongwith the proportionate price of the common areas and facilities which are more particularly described in the list annexed herewith and on the terms and conditions hereinafter stated, which shall be paid in the manner given below. The Purchaser(s) hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser(s) garage covered/open/stilt/mechanized parking space bearing No. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the property for consideration of Rs. _____/- The Total aggregate consideration amount for the apartment including garage/covered/stilt/mechanized parking space(s) is thus Rs. _____ (Rupees _____).

- Rs. _____/- paid on or before the execution of this Agreement (not exceeding _____ of the total consdieratio) as advance payment or application fees, the payment and receipt whereof the Developer hereby admit and acknowledge).
- Rs. _____/- after the execution of Agreement (not exceeding _____ of the total consideration).
- Rs. _____/- on completion of Plinth of the building or wing in which the said Apartment is located (not exceeding _____ of the total consideration).
- Rs. _____/- on completion of the slabs including podium and stilts of the buildings or wings in which the said apartment is located (not exceeding _____ of the total consideration).
- Rs. _____/- on completion of the walls, internal plaster, floorings doors and windows of the Apartment (not exceeding _____ of the total consideration).
- Rs. _____/- on completion of the sanitary fittings, saircaes, lift wells, lobbies upto the floor level of the said Apartment (not exceeding _____ of the total consideration).
- Rs. _____/- on completion of the external plumbing and external plaster, elevation, terraces, with water proofing, of the building or wing in which the said apartment is located (not exceeding _____ of the total consideration).
- Rs. _____/- on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrances, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements under this Agreement (not exceeding _____ of the total consideration).
- Rs. _____/- at the time of handing over possession of the apartment to the Purchaser(s).

4. It is agreed that appropriate bills/demand notices will be sent by the Developer to the Purchaser(s) on the basis of approximate percentage of total work carried out from the date of previous bill/demand notice as per above said schedule. The Developer's demand notice shall be considered final and the Developer are not bound to furnish any other valuation certificate by any architect or concerned person alongwith demand notice..
5. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, and Cess, State/Central GST or any other similar taxes or charges which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the apartment. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time or increase in cost of construction material and labour. The Developer undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Developer shall enclose the said notification/order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.
6. The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser(s) by discounting such early payments % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser(s) by the Developer.
7. The Developer shall confirm the final carpet area that has been allotted to the Purchaser 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 for which no claim shall be made against the Developer. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser 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. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
8. The Purchaser(s) hereby agree(s) to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract.

9. Without prejudice to the right of Developer to charge interest in terms of this agreement on the Purchaser(s) committing default in payment on the date of any amount due and payable by the Purchaser(s) to the Developers under this agreement (including his/her/their proportionate share of taxes levied by the concerned local authorities and other outgoings) and on the Purchaser(s) committing three defaults of payment of installments and/or committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at its own option to terminate this agreement. This shall be without prejudice to other remedies open to the Developers.

PROVIDED that, Developer shall give notice of fifteen days in writing to the Purchaser(s), by Registered Post AD at the address provided by the Purchaser(s) and/or mail at the e-mail address provided by the Purchaser(s), of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser(s) fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser(s) (subject to adjustment and recovery of any liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser(s) to the Developer.

10. The Purchaser(s) authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in his sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Developer to adjust his/her payments in any manner.
11. On the request of the Purchaser(s) if the Developer, in his discretion, does not terminate the agreement against default in payment the Purchaser(s) agrees/ agree to pay to the Developer interest as per said Act on all the amount which become due and payable by the Purchaser(s) to the Developer from the date of the bills/demand notice under the terms of this Agreement to the date of the said amount is paid by the Purchaser(s) to the Developer whether formal demand is made or not by the Developer.

PROVIDED that upon termination of this Agreement as aforesaid the Developer shall refund to the Purchaser(s), after deducting the earnest money paid by the Purchaser(s) to the Developer at the time of entering into the Agreement including but not limited to expenses/charges such as (i) legal expenses, (ii) management expenses and (iii) brokerage etc. The Developer shall not be liable to pay to the Purchaser(s) any interest on the amount so refunded and upon termination of this agreement and refund of the said amount by the Developer, the Developer shall be at liberty to dispose of and sell the said premises to such person and at such price as the Developer may in its absolute discretion think fit.

12. The Certificate as to right of the Developer to develop the said Property is annexed hereto. The tenure of the said property is freehold. The Purchaser(s) has/have been satisfied with the said Title Certificate.

13. The Developers shall give possession of the said premises to the Purchaser(s) on or before _____

Provided, that all the sum payable by the Purchaser(s) to the Developers under these presents is duly paid to the Developers. If the Developers fail or neglect to give possession of the said premises to the Purchaser(s) on account of reasons beyond its control and of its agent as per the provisions of clause (b) of Section 8 of Maharashtra Ownership Flat Act by the stipulated date provided in these present, then the Developers shall be liable, on demand, to refund to the Purchaser(s) the amount already received by him in respect of the said flat, with interest at the same rate as may mentioned hereinabove from the Purchaser(s) from the date the Developers/Developer received the sum till the date of amount and interest thereon be repaid or tendered to the Purchaser(s).

PROVIDED THAT the Developers shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the building in which the said premises is to be situated is delayed on account of :

- i. Non-availability of steel, cement, labour, other building materials, water or electric supply etc.
- ii. Any notice, order, rules, notification of the Government and/or other public authority or competent Authorities.
- iii. War, civil commotion or act of God or any other natural calamity.
- iv. Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development / construction and the project, as the case may be.

14. The Developer hereby declares that the Floor Space Index available as on date in respect of the said property is _____ square meters only and Developer has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.
15. The Purchaser(s) shall take the possession of the said premises within 15 days of the Developers giving notice to the Purchaser(s) intimating that the said premises is ready for use and occupation failing which it will be presumed that the Purchaser(s) is/are not interest in the premises

and the Developer shall be at liberty to terminate this agreement and refund the amounts after deducting earnest money amount paid by the Purchaser(s) to the Developers and retain and offer the said premises for resale & maintenance and outgoing, all service charges shall be applicable from said date. It is further agreed that from the date of completion of said notice period, the Purchaser(s) shall be liable to pay and bear all maintenance charges, including but not limited to out of pocket expenses and entire service charges in respect of said premises from the date thereof including proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said property and building(s) namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the affairs and day-to-day management of the society are handed over to the Society herein, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until the said affairs are duly handed over to the Society herein. On such handing over of affairs the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society.

16. Commencing from the date of the said Apartment being ready for the possession and so long as the Apartment in the new building/flat shall not be separately assessed for Municipal property taxes, water charges and other outgoings the Purchaser(s) shall deposit for upcoming one year (as may be informed) and shall further pay to the Developer/Developer every month towards their share of Municipal taxes, water tax and other outgoings as per the provisions of the said Redevelopment Agreement.
17. The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser(s) as per the agreement shall offer in writing the possession of the Apartment, to the Purchaser(s) in terms of this Agreement. The Developer agrees and undertakes to indemnify the Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser(s) agree(s) to pay the maintenance charges as determined by the Developer or association of Purchaser(s), as the case may be. The Developer on its behalf shall offer the possession to the Purchaser(s) in writing within 7 days of receiving the occupancy certificate of the Project. The Purchaser(s) shall take possession of the Apartment within 15 days of the written notice from the Developer to the Purchaser(s) intimating that the said Apartment is ready for use and occupation.
18. Upon receiving a written intimation from the Developer as mentioned hereinabove, the Purchaser(s) shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

Developer shall give possession of the Apartment to the Purchaser(s). In case the Purchaser(s) fails to take possession within the said prescribed time provided herein, such Purchaser(s) shall continue to be liable to pay maintenance charges as demanded by the Developer.

19. If within a period of _____ years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer 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 Developer, compensation for such defect in the manner as provided under the Act.
20. The Purchaser(s) shall at the time of Executing this Agreement pay the Developer the following amounts:
- | | |
|-------------------|--|
| (i) Rs _____/- | being agreed legal charges and expenses from the date of Agreement till the possession of the Apartment is given. |
| (ii) Rs. _____/- | for share money, entrance fee of the society or Limited Company/ Federation /Apex body (as the case may be). |
| (iv) Rs. _____/- | for reimbursement of deposits of electric meter, cable, water meter, sub-station and other deposits paid to various authorities. |
| (v) Rs. _____/- | Development/Betterment Charges. |
| (vi) Rs. _____/- | Towards provisional outgoings for Municipal taxes, water bill common electric bill, maintenance charges, other Society / Limited company, Federation/ Apex body (as the case may be) expenses @ Rs, _____/- Per Month for _____ Month. |
| (vii) Rs. _____/- | Gymnasium Charges. |
21. The Developers shall utilize the said sum paid by the Purchaser(s) to the Developers for meeting all legal costs, charges and expenses including professional costs of the Attorney at law/Advocates of the Developers in connection with preparing and engrossing this Agreement. In case there shall be deficit in this regard, the Purchaser(s) shall forthwith, on demand, pay to the Developers the proportionate share to make up such deficit. The said sums shall bear no interest.
22. The Purchaser(s) hereby agree(s) that in the event of any amount by way of premium or security deposit or fire cess is paid to the corporation or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Developers the same shall be reimbursed by the Purchaser(s) to the Developers in proportion to the carpet area of the said Flat agreed to be acquired by the Purchaser(s) and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser(s).

Failure on Purchaser's part to pay the said amount herein, the Developer shall be entitled to deduct / adjust it from the consideration received and the Developer shall claim the said amount being unpaid consideration.

23. The Purchaser(s) shall have no claim save and except in respect of the said flat agreed to be purchased by him/them. All open spaces, lobbies, terrace areas etc. will remain the property of the said Society as per the terms of the said Re-Development Agreement and the Purchaser(s) shall be entitled to use the common areas along with other members of the society.
24. The Purchaser(s) shall use the said Flat or any part thereof or permit the same to be used for the purpose for which it is acquired in law and shall use the parking space(s), (if any) allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle(s) and not for any other purpose.
25. The Developers shall in respect of any amount remaining unpaid by the Purchaser(s) under the terms and conditions of this Agreement have a first lien and charge on the said Flat agreed to be purchased by the Purchaser(s).
26. The Purchaser(s) hereby agrees/agree to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further the Developers are not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates. The Developer are in addition to the said termination or otherwise further entitled to charge such interest as prescribed under said Act for the delay in payment of any such amount as aforesaid. _
27. The Purchaser(s) hereby agrees/agree that in the event of any amount becoming payable by way of premium to the said Society, M.C.G.M. or to the State Government or any amount becoming payable by way of betterment charges or development taxes or service taxes, cess or any other payment of a similar nature in respect of the said property or, pertaining to the redevelopment thereof, described in the Schedules hereunder written and/or the structure/s being constructed/to be constructed thereon, the same shall be reimbursed by the Purchaser(s) to the Society/Developers in the proportion in which the area of the said flat shall bear to the total area of all the premises in the new building.
28. It is agreed that upon full payment having been made by the Purchaser(s) to the Developers and the Occupation Certificate of the new building having been received and the Purchaser(s) having been offered possession of the said Flat, the Developers shall sign, execute and deliver all necessary applications, papers and writings to be made to the Society for accepting and recognizing the Purchaser(s) as the member(s) of the said Society. It is also made clear and understood by the Purchaser(s) that till the full payment is made by the Purchaser(s) to the Developers and the Occupation Certificate in respect of the new building including the said flat is obtained, the Purchaser(s) shall not be entitled to demand and/or require the Developers to sign, execute and deliver to the Purchaser(s) the application and other writings for

membership in the said Society. The Purchaser(s) agrees/agree to become the member(s) of the said Society and sign and execute application form to become member(s) of the said Society. If any contribution towards equalization of sinking fund or other reserves of the said Society or any other charges are required to be paid to the said Society, the same is to be paid by the Purchaser(s) alone.

29. Upon payment of entire consideration agreed herein, the Purchaser shall become member of the said Society and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for acquiring membership and shall duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to forward the same to the Society. The Purchaser(s) shall abide by all bye-laws, rules and regulations the said Society, Government, Competent Authorities, MCGM, Electric Supply Company and any other Authorities and local bodies and shall attend to answer and be responsible for actions violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Agreement.
30. It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser(s) in respect of the said flat agreed to be purchased by the Purchaser(s), the Developers shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off its rights, title or interest in the said property or in the new building to be constructed by the Developers in accordance with the said Redevelopment Agreement. Any mortgage or any other encumbrance created by the Developers shall be cleared by the Developers on its own.

PROVIDED any mortgage after execution hereof shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such Apartment.

31. The Developers shall be at liberty and are hereby permitted to make variations in the proposal submitted to concerned Competent Authority in accordance with or on account of change in policy/law etc; the layout/ elevation of the property and/or the building including resizing and/or relocating the open spaces/garden spaces as circumstances may require or at the sole discretion of the Developers and the said Society as per the terms of the said Redevelopment Agreement. The Purchaser(s) expressly consent to such variation.
32. If within a period of five years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer 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 Developer, compensation for such defect in the manner as provided under the Act.

33. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the new building of which the aforesaid Flat form part of and the Purchaser(s) shall have no right to require the endorsement thereof or any of them at any time.
34. It is hereby clarified by the Developer that it has obtained from Municipal Corporation of Greater Mumbai, Intimation of Disapproval under Section 346 of The Mumbai Municipal Corporation Act, as amended up to date bearing no. _____ (NEW) OF _____ dated _____ and revised on _____ and also obtained Commencement Certificate issued by the MCGM dated _____, revised on _____ read with no objection to carried out the work of the building and as contemplated in the said No Objection issued by Municipal Corporation of Greater Mumbai in Condition thereof, the following sub-clauses are incorporated herein:-
- (a) The Building to be constructed by The Developers, as contemplated in this Agreement, is deficient in open space and Municipal Corporation of Greater Mumbai will not be held liable for the same in future;
 - (b) That the Purchaser(s) agree for no objection for the neighborhood / co-owner redevelopment with deficient open space in future;
 - (c) That the Purchaser(s) shall not hold Municipal Corporation of Greater Mumbai liable for failure of mechanical parking system in future; and
 - (d) That the Purchaser(s) shall not hold Municipal Corporation of Greater Mumbai liable for in adequate maneuvering space and shall not complain to M.C.G.M. in this regards.
 - (e) The Society, the Developer and/or any prospective buyers of the premises in the said Building to be constructed, shall not obstruct the right of access to the members/occupants of co-owner society in future.
 - (f) Not to dispute the understanding arrived at between the said Society and the said _____.
35. The Developer hereby represents and warrants to the Purchaser as follows:
- (a) The Developer 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 Developer 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 encumbrances upon the project land or the Project except those disclosed in the title report;

- (d) 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;
 - (e) 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 Developer 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.
 - (f) The Developer 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 created herein, may prejudicially be affected.
 - (g) The Developer 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, in any manner, affect the rights of Purchaser under this Agreement;
 - (h) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
 - (i) At the time of execution of the conveyance deed of the structure to the association of Purchasers the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser(s).
 - (j) The Developer 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 till handing over possession of said Apartment;
 - (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 Developer in respect of the project land and/or the Project except those disclosed in the title report.
36. The Purchaser(s) himself/herself/themselves with intention to bring all persons into whosoever hands the flat may come, doth hereby covenant with the Developers as follows:
- (a) to maintain the said premises at Purchaser's own cost in good tenable repair and condition from the date of possession of the said premises is taken and shall not do or suffered to be done anything in or to the said premises and the building in which the said premises is situated, its staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof.

- (b) Not to store in the said premises any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected 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 passage or lift or any other structure of the buildings in which the said premises are situated including entrance of the building and in case of any damage caused to the building on account of negligence or default of the Purchaser in this behalf. The purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.
- (c) To carry out at his /her/their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser(s) and in tenable repair and shall not do or suffer to be done anything in or to the Building in which the said premises is situated or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority or Housing Society which may endanger the premises above or below the said premises. In the event of the Purchaser(s) committing any act in contravention of the above provisions the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof nor any alteration in the elevation and outside colour scheme of building in which the said premises is situated and to keep the premises sewers, drains, pipes in the said premises and appurtenance thereto in good and tenable repair and condition so as to support shelter and protect other parts of the building in which the premises is situated and shall not chisel or in any other manner damage columns, beams, walls slabs or RCC parts or other structural members in the said premises without prior written permission of the Developers and/ or society or the limited company or the local authority as the case may be.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the Building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises is situated.
- (g) 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. The Developers /Society shall throw

away such things without any notice if anything is found in breach of this provision.

- (h) To pay to the Developers within _____ days of demand by the Developers his/her/their share of Security Deposit as may be demanded by the concerned local authority or Government Authority for giving water, electricity, sewer clearance or any other service connection to the building in which the said premises is situated.
- (i) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority and/or Government and/or other public Authorities including on account of change of user of the said premises by the Purchaser(s) or otherwise.
- (j) The Purchaser(s) shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser(s) to the Developers(s) under this Agreement are fully paid up and only Purchaser has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser(s) has/have obtained specific permission in writing of the Developers/Developer for the purpose. Such transfer shall be only in favour of the Transferee(s) as may be approved by the Developers and not otherwise.
- (k) The Purchaser(s) hereby undertake(s) that Purchaser(s) will not carry on any illegal business/profession in the premises agreed to be purchased and further agree(s) and undertake(s) that he/she himself/herself/themselves or through his/her/their nominee/ tenant/occupier shall not carry on any such business/profession which may illegal/ anti-social/anti-national etc. which may tarnish the reputation of the Developers and cause nuisance to neighboring flat holders. It is understood that in the event of the Purchaser(s) carrying on any such illegal business/es in the said flat whether directly or indirectly through his/her/their agent or tenant in the interest of public, peace and tranquility, the Developers shall be at liberty to have the Purchaser(s) evicted from the said premises.
- (l) The Purchaser(s) shall not close Verandah, nich area or balconies or such compulsory open spaces without the sanction and permission of the Developers and the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said premises/building.
- (m) The Purchaser(s) shall observe and perform all the rules and regulations of the said Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the new building and the flats therein and for the observances and performance of the building rules, regulations and bye-laws for the same and of the concerned local authority and of Government and other Public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually from the date of receiving the

possession of the flat, towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (n) the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- 37. The Developer shall maintain a separate account in respect of sums received by the Developer 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 towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 38. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise of assignment in law of the said Apartment or of the said property and Building or any part thereof. The Purchaser(s) shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, and structure of the building is handed over to the Society. The remaining premises and other unsold flats/car parking spaces, common areas, etc. shall be the property of the Developers /Society as the case may be.
- 39. Any delay tolerated or indulgence shown by the Developers/Developer in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser(s) by the Developers shall not be construed as a waiver or acquiescence on the part of the Developers of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser(s) nor shall the same in any manner be construed to prejudice the right of the Developers.
- 40. The Purchaser(s) and/or the Developers shall present this agreement as proper registration office for registration within _____ months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.
- 41. All notices to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) by the pre-paid post under certificate at his/her/their addresses specified against his/her/their names above.
- 42. All out of pocket costs, charges and expenses including the Stamp Duty, Registration Charges of and incidental to this Agreement and Service Tax and VAT etc (if applicable) shall be borne and paid by the Purchaser(s). If due to any changes in Government Policy and by virtue of the same if any additional Stamp Duty, Registration Charges and/or any other taxes/rates/cess are levied the same shall be also paid by the Purchaser(s).
- 43. The Purchaser(s) hereby declare(s) that he/she/they has/have gone through the Agreement and all the documents related to the said property, the said Society, the Redevelopment Agreement, the MOU between the said Society and Developer herein, and the premises

purchased by the Purchaser(s) and has/have expressly understood the contents, terms and conditions of the same and the Purchaser(s) after being fully satisfied has/have entered into this agreement.

44. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace, space in front of or adjacent to the terrace (wherever applicable and not otherwise) in the said building, if any, shall belong exclusively to the respective terrace Flat Purchaser(s). The said terrace shall not be enclosed by the Purchaser(s) till the permission is obtained in writing from the concerned local authority and the Developers or the said society
45. The Developers agree(s) to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Competent Authority at the time of sanctioning the said plans or thereafter and shall before handing over the possession of the premises to the flat obtain from the concerned Competent Authority Occupation and/or Completion Certificate in respect of the said apartment. Time is essence for the Developer as well as the Purchaser.
46. The Developer shall abide by the time schedule for completing the project and handing over the apartment to the Purchaser(s) and the common areas to the association of the Purchaser(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Developer as provided in payment clause.
47. If the Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser(s), the Developer agrees to pay to the Purchaser(s), who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser(s), for every month of delay, till the handing over of the possession. The Purchaser(s) agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser(s) to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer.
48. Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within ____ (_____) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within ____ (_____) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within ____ (_____) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled

and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

49. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be. This Agreement shall only be amended through written consent of the Parties.
50. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
51. 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.
52. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
53. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
54. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in Mumbai after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
55. The Purchaser and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

56. That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The Developer

Name: _____

Add: _____

Email: _____

The Purchaser

Name: _____

Add: _____

Email: _____

57. It shall be the duty of the parties to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.
58. That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
59. The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.
60. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
61. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts of Mumbai will have the jurisdiction for this Agreement.
62. This Agreement shall always be subject to the provisions of and the rules and Regulations made thereunder.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the “said property”)**

All that piece and parcel of land together with building known as Swashray standing thereon being Final Plot No. 289 of TPS III, Borivali bearing Survey No. 13, Hissa No.1 (part), CTS No. 347 of Village Borivali,

Taluka Borivali, in MSD, admeasuring approximately 464.80 sq. mtrs. and shown in the plan annexed hereto and bounded as follows :

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the “said Flat”)**

ALL THAT Flat No. _____ admeasuring _____
Sq.Ft./Sq. mtrs. carpet area on the _____ floor in the proposed new building known as Swashraya that will be constructed on the said property described in the First Schedule hereunder written.

SIGNED and DELIVERED)
by the within-named “**Developers**”)
M/s. Shanti Enterprises through its partner)
Mr. _____)
in the presence of)

SIGNED and DELIVERED)
by the within-named “**Purchaser(s)**”)

1) _____)

2) _____)

3) _____)

in the presence of)

RECEIPT

Received on the day and year first hereinabove written of and from the
within named Purchaser(s) a sum of Rs. _____
(Rupees _____
only) as and by way of charges of the sale price.

WE SAY RECEIVED

RS. _____/-

For : Shanti Enterprises
(Partner)

*Subject to realization of cheque"

Dated this _____ day of _____ of

BETWEEN

M/s. SHANTI ENTERPRISES
.. Developer
And

Mr. _____
Mr. _____
Mr. _____
Purchaser/s

AGREEMENT FOR SALE

In respect of Flat No. _____ on _____ floor of building known as “Swashraya” Final Plot No. 289 of TPS III, Borivali bearing Survey No. 13, Hissa No.1 (part), CTS No. 347 of Village Borivali, Taluka Borivali, MSD situated lying & being at Ram Mandir Road, Borivali (West), Mumbai-92.

Samarth Associates

Advocates High Court, Bombay
101/A, Shree Tower, Opp. Sai Lee Hospital, above
Link View Hotel, New Link Road, Borivali (W),
Mumbai-400091.