

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed at Mumbai on this ____ day of _____, _____ between **MESSERS D.G. LAND DEVELOPERS PRIVATE LIMITED**, a Private Limited Company incorporated under the Companies Act, 1956, having their Registered office at D. G. S. House, First Floor, Sheetal Krupa Building, Aarey Road, Goregaon (East), Mumbai-400 063; hereinafter for the sake of brevity called "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the ONE PART.

AND

Shri/Smt./M/s. _____,

Adult, Indian Inhabitant of Mumbai, residing at _____

_____;hereinafter for the

sake of brevity collectively called “**The Purchaser/s**” (which

expression shall unless it be repugnant to the context or

meaning thereof shall be deemed to mean and include in case of

individual/s, his/her/their heirs, executors, administrators and

permitted assigns and in case of partnership firm the partner or

partners for the time being of the said firm, the survivor or

survivors and the heirs, executors, administrators and permitted

assigns of the last survivor and in case of company its

successors and permitted assigns) of the OTHER PART.

WHEREAS:

- a) Messers Om Jay Aradhana Co-operative Housing Society Limited, registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM/HSG/4920, dated:30-09-1976, having its registered address at

Nanabhoy Laxmanji Road, Somwari Bazar, Malad (West), Mumbai-400 064 (hereinafter referred to as “**the said Society**”), are the Owners was and are well seized and possessed of or otherwise well and sufficiently entitled to all that Piece or Parcel of Land or ground, lying, being and situate at Malad and abutting on Nanabhai Laxmanji Road, Malad (West), Taluka:Borivali in the Bombay Suburban District, in the Registration Sub-District of Bandra bearing Survey No.389, Hissa No.12 (Part), City Survey No.834, admeasuring about 1118.3 Square Meters or thereabouts and bearing Municipal P. Ward No. 3031 (4), together with Ground plus four storeyed Building known as “**Om Jay Aradhana Co-operative Housing Society Limited**” standing thereon, located at Nanabhoy Laxmanji Road, Somwari Bazar, Malad (West), Mumbai-400 064 and bounded as follows as more particularly described in the First Schedule hereunder written:

On or towards the East : By the said Nanabhai Laxmanji
Road.

On or towards the West: By Property of Dahyabhai Bhailal
Shah.

On or towards the North: By the property of F.R. Dinshaw
(Lessee Smt. Rita D’Souza)

On or towards the South: By property of Radhakrishna

P. Saple.

(hereinafter referred to as “**the said building**” and “**the said property**”, respectively).

b) The said Om Jay Aradhana Co-operative Housing Society Limited building consisted of 1 (One) building having ground plus four floors and is occupied by its 34 (thirty-four) Members out of which 32 (Thirty Two) are residential members and 2 (two) are commercial members. The Society/Members of the Society decided to go for re-development of the said property by demolishing the old Om Jay Aradhana Society Building on the said property and constructing new building thereon by the Developers herein by utilizing the potential FSI, TDR FSI to be procured and Compensatory Fungible FSI, as per D.C. Rules and Regulations for new construction.

c) The said Society made an application, namely Application No.172/2013, before the Competent Authority appointed under section 5A of the Act viz. the District Deputy Registrar of Co-Operative Societies, Mumbai City-4, under the provisions of sub-section (3) of Section 11 of the Act with respect to the Land which is in its possession and the Building for issuing a Certificate of Entitlement to the Society to have an Unilateral

Deemed Conveyance executed in its favour and to have it registered, by exercising the powers granted under the Act to this effect. The Competent Authority, carefully scrutinized the said Application of the Society, u/s.11 of the Act and issued notices to the Owners and Developer at the last known addresses inviting the objections/claims against the Property and to show cause why the Deemed Conveyance Order should not be issued in favour of the Society for the Property.

d) The hearing for the Application held on 13th November, 2013, 25th November, 2013, 13th December, 2013, 8th January, 2014, 11th February, 2014, 18th March, 2014, 26th March, 2014 and 12th May, 2014. Mr. Jitendra Kanabar represented the Society during the proceeding/s, Smt. V. V. Moraye was present on behalf of Mrs. Piroj P. Saple (deceased), Shri. Hemant Saple was also present during the proceedings, other opponents were neither present nor were represented by anyone. The file of the Application was closed for Order on merit basis on 12th May, 2014. The required right, title and interest in the Property has not been legally acquired by the Owners and the Developer, which shall have been transferred in favour of the Society by registering the required Conveyance Deed and bringing the Society's name in the property card.

e) The Competent Authority being satisfied with the merits of the submission of the Society, issued an Order Cum Certificate bearing No.DDR-4/Mumbai/D.C./OM JAY AARADHANA C.H.S./1273/14 dated 4th September, 2014, certifying that the Society is entitled to an Unilateral Conveyance of the Property and execute Deed of Unilateral conveyance and have it registered, as provided under Registration Act, 1908. Hereto annexed and marked EXHIBIT NO.-I is the copy of Order Cum Certificate.

f) That by execution of a Deed of Unilateral Deemed Conveyance dated:30th of January, 2015, (Registered vide no. BRL-7/970 of 2015, dated: 30-01-2015, in the office of Sub-Registrar of Assurances, Borivali – 7, M.S.D.) by and between Shri. N. R. Nikam, District Deputy Registrar, Co-operative Societies (4), Mumbai, Competent Authority as per the Powers conferred upon him u/s. 5(a) of the MOFA Act acting on account of defaulting owners in title as per revenue record/s i.e. (1) Mrs. Vaishali Vishwas Marye, (2) Mrs. Minal Dilip Mungi, (3) Mr. Hemant Radhakrishna Sapale (all being heirs of Mrs. Piroj R. Sapale- Deceased), as the Owners on the First Part and (1) Shri. Narayan D. Date, (2) Shri. Ramakant D. Date and (3)

Smt. Manakbai Ganapat Date, as the Original Owners thereof on the Second Part and Mr. Nishit R. Jhaveri, being the Legal heir of Late Shri. Rajendra Ambalal Jhaveri, as the Developers on the Third Part and Messers Om Jay Aradhana Co-operative Housing Society Limited, as the Society on the Fourth Part, the abovesaid Property i.e. Land admeasuring 1118.3 Sq. Mt. bearing Survey No. 389, Hissa no. 12, Corresponding C.T.S. no. 834, Village:Malad, Taluka: Borivali, M.S.D., together with the building structure standing thereon, having 32 Flats and 2 Shops, Popularly known as Om Jay Aradhana Building standing thereon, came to be conveyed, transferred and assigned to, unto and in favour of the said Society and accordingly in the manner aforesaid, the said Society became Lawful Owners in respect of the said Land and Building (said Society Building and Property), upon the execution and registration of the aforesaid Unilateral Deemed Conveyance in their name and favour. That thereafter the Society applied for the Mutation of the name/s in the City Survey and Government Records, interalia recording their name as Owners in respect of the said Property.

g) The name of the said Society as Owner is reflected in the Property Register Card/s of the said property and the copies of Property Register Card/s are also annexed hereto and marked as **Annexure-2.**

h) That by virtue of Development Agreement dated: 30th January, 2015 (Duly Registered in the office of Sub Registrar of Assurances-Borivali-7, M.S.D. vide its registration No.BDL-07-971-2015, dated:30-01-2015), executed by and Om Jay Aradhana Co-operative Housing Society Limited, therein referred to as “the said Society” (the said Society herein) of the One Part and M/s. D.G. Land Developers Private Limited, the Developers herein (also therein referred to as the Developers) of the Other Part alongwith a Special Power of Attorney dated: 30-01-2015, (duly Registered in the office of Sub Registrar of Assurances-Borivali-7, M.S.D., vide its Registration No.BRL-7/972 of 2015, dated:30-01-2015), restricted to the extent as more particularly contained therein, in favour of the Attorney, Mr.Brahmadev Dudhnath Shukla, authorized Director of the Developer, empowering and authorizing the Attorney with powers and authorities, as more particularly contained therein,

the Society herein interalia, have granted the Development Rights to and unto the said Developers to enter upon the said Property, more particularly described in the First Schedule hereunder written and to develop the said Property interalia by demolishing the old Society building on the said property and constructing a New Proposed Building (hereinafter referred to as **“The New Proposed Building”**) thereon by utilising existing FSI of the Plot and by acquiring and utilizing TDR benefits/ facilities by purchase from open market or other wise and all other permissible FSI (DRC & others) in respect of the said property and loading and consuming the same on the said property, respectively under the Development Control Regulations of Greater Bombay (Mumbai) and by acquiring and utilising balance TDR FSI (if any), as the Developers, on the terms and conditions incorporated in the said Development Agreement. The Developers shall in their own rights be entitled to sell the balance Residential/Commercial Flat/s/Shop/s constructed out of balance TDR FSI and allot the balance Stilt Parking/s other than the premises reserved for the existing members & the Society respectively, as more particularly mentioned in the said Development Agreement derived out of the re-development of the said Property in the manner as may become permissible and available. A copy of the Index II in

respect of registered Development Agreement dated:30th January, 2015 is attached and marked as **Annexure-1**, hereto. The said registered Development Agreement dated:30-01-2015 for grant of development rights in respect of the said property is properly stamped and registered on even date and alongside aforesaid Registered Special Power of Attorney dated:30-01-2015, came to be executed and registered on even date by the Society/Owners in favour of **Mr.Brahmadev Dudhnath Shukla**, Authorized Director of the Developer, interalia giving various powers and authorities, as more particularly contained therein.

i) That the said Registered Development Agreement dated :30-01-2015, details the manner and the time frame in which the new proposed building will be constructed. The **Annexure-“B”** in the said Development Agreement enumerates and specifies the carpet area and the entitlement to the carpet area including the extent of the increased area entitlement of the each of the registered members of the Society by the Developers.

j) Pursuant to the said registered Development Agreement dated:30-01-2015, the Society Members have put the Developers in possession of the said property for carrying out re-development work.

k) The Developers accordingly intend to construct and develop the New Multi-storeyed Building/s comprising of Residential/Commercial Flat/s / Shop/s, Car Park/s and other areas at the said property and to provide therein Permanent Alternate Accommodation by way of New Flat/s / Shop/s, to the existing Society Members of Old Om Jay Aradhana Building at the said property, in terms of their respective Registered Agreement/s for Providing Permanent Alternate Accommodation, in lieu of their respective Old Flat/s / Shop/s Premises and to sell the balance Flat/s / Shop/s and realize consideration amount and/or sale price in lieu thereof from the Flat/Shop Purchaser/s and allot balance Stilt Park/s to the Allottee/s, in their own absolute and exclusive right and entitlement in respect thereof.

l) The Developers have appointed Mr.Manish Shah, as Architect, Hiral Somaya as Design Architect and Mr. Hiren Tanna as R.C.C. Consultant, for the said Proposed Multi-storeyed Building consisting of Ground Plus twenty (20) Upper Floors to be known as **“SHEETAL OM JAY ARADHANA”**, which is being constructed on the said property, as mentioned in the First Schedule hereunder written.

m) That pursuant to the application and building proposal submitted in respect of the said property, more particularly described in the First Schedule hereunder written, the Municipal Corporation of Greater Bombay has approved and sanctioned the Building plan and issued the I.O.D. bearing No.CHE/WEII/0624/P/337 (new) of 2015-2016, dated: 05-05-2015, in respect of development of the said property more particularly described in the First Schedule hereunder written on the terms and conditions mentioned in the said I.O.D. dated: 05-05-2015 and further issued First Commencement Certificate bearing No.CHE/WEII/ 0624/P/337(new), dated:05-05-2015, to construct the proposed Building as per the approved plan/s and terms & condition of said I.O.D. & Commencement Certificate/s. The Copy of the I.O.D. is hereto annexed and marked

as **Annexure-“C”**. The Copy of the Commencement Certificate is hereto annexed and marked as **Annexure-“D”**.

n) A Certificate of Title, dated:04-02-2015 and _____, issued by Mr.Monesh R.Sharma, Advocate of the Developers, certifying the title of the Developers, in respect of the said property being marketable and free from all encumbrances. A copy of the said Title Certificate/s are hereto annexed and marked as **Annexure-“E” & “E-1”**.

o) In the premises as aforesaid the copies of the Typical Floor Plan and Specifications of the Flat/s/Shop/s agreed to be purchased by the Purchaser/s are annexed hereto and marked as **Annexure-“F”** hereto alongwith the list of Amenities hereto annexed and marked as **Annexure-“G”**.

p) The Developers shall provide common areas & facilities and Limited common areas and facilities, in the New Proposed building to be constructed on the said property, as more particularly described in the Third Schedule hereunder written and the same are in accordance with the provisions u/s 2 (n) of the RERA Act and the Rules framed thereunder.

q) The Developers herein have commenced the construction work of the said Proposed Building, on the said property in pursuance of the said approved, sanctioned plans, designs and specifications, elevation, by the Municipal Corporation of Greater Mumbai, consisting of Residential/Commercial Flat/s/ Shops/Units with a view to sell the same on Ownership basis to the prospective Purchaser/s of the same as per the provisions of the MahaRERA and the RERA Act as well as under Section 4 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Developers herein are fully entitled to execute written Agreement/s For Sale of the same with Purchaser/s and to receive stipulated Sale Price/Consideration, along with other Statutory Charges interalia, in respect thereof, in pursuance to the terms hereof.

(q-1) The said Developers have registered the Project under the provisions of the Real Estate (Regulation & Re-development) Act, 2016 with the Real Estate Regulatory Authority at _____ no _____; Authenticated Copy is hereto annexed and marked as Annexure-“G-1”;

r) The Purchaser/s herein being desirous of acquiring a Flat/s/Shops/Units and/or allotment of Stilt Parking Spaces in the New Proposed Building on the said property, approached the Developers and have duly inspected all the Title document/s, said Deed of Conveyance, Other Deeds and Documents, Project Registration Certificate u/s 3 (1) of the RERA Act, Property Card/s, Sanctioned Plan/s, I.O.D. & C.C. and Title Certificate etc., as hereinabove referred and also sought such other and further information and particulars as are contemplated under the RERA Act and the Rules, as well as under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules framed thereunder and upon the Purchaser/s inspecting the abovesaid documents and upon being fully satisfied with the same & further in pursuance to the negotiations by and between the Developers and the Purchaser/s, the Developers have agreed to sell to the Purchaser/s and the Purchaser/s has agreed to purchase from the Developers Flat/Shop/Unit No._____ (admeasuring_____ square feets carpet area equivalent to_____ square meters carpet area) (Including Area covered by the Partition Walls of the subject Premises) on the _____ Floor, _____ Wing, together with allotment of

Stilt Parking Space No.____, in the said New Proposed building namely, “**SHEETAL OM JAY ARADHANA CO-OPERATIVE HOUSING SOCIETY LIMITED**”, on the said property (hereinafter for the sake of brevity referred to as “**the said Premises**” and “**the said Parking Space**”), as more particularly described in the Second Schedule hereunder written and delineated on the Typical floor plans hereto marked as **Annexure-“G”** shown surrounded by Red coloured boundary lines and identified thereon by the particular Flat/Shop/Unit Number, on so called Ownership basis, as contemplated under the provisions of the said Real Estate (Regulation and Re-Development) Act, 2016 & the Maharashtra Ownership Flats Act and Rules framed thereunder, for the Consideration Amount and payment of Statutory Tax/s, Levy/ies, etc., subject to certain terms, conditions, stipulations and covenants hereby mutually agreed by & between the parties as hereinafter appearing:

s) Prior to the execution of these presents, the Purchaser/s have paid to the Developers a sum of Rs. _____/- (Rupees _____ Only) being the earnest money deposit of the sale price of the said Flat/s/Shop/s/office/s/Premises agreed to be sold by the Developers to the Purchaser/s (the payment

and receipt whereof the Developers doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Developers balance of the sale price in the manner hereinafter appearing.

t) Under the provisions of the RERA Act and the Maha-RERA Act and the Rules framed thereunder and as per the Section 4 of the MOFA, the Developers are required to execute a written Agreement For Sale of the said Flat/s/Shop/s / office/s / Premises to the Purchaser/s, being these presents and also to register this Agreement under the provisions of the Indian Registration Act.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AS
FOLLOWS:**

- (1) The recitals hereinabove shall form an integral part of this Agreement.
- (2) The said Society have granted the Re-Development Rights to the said Developers and accordingly the said

Developers are constructing the proposed Ground Plus Twenty (20) storeyed building to be known as **“SHEETAL OM JAY ARADHANA CO-OPERATIVE HOUSING SOCIETY LIMITED”** on the said property and the plans of the said Proposed building are sanctioned as recited above. The Purchaser/s confirms that he/she/they have duly inspected and personally verified all the Title Documents, the said Sanctioned plans together with the I.O.D. and Commencement Certificate/s, Project Registration Certificate bearing No. _____, in respect thereof alongwith the other documents prior to the execution hereof.

(3) Subject to the terms and conditions herein contained, the Developers have agreed to sell and the Purchaser/s has/have agreed to purchase the Flats/Shops/ Unit Premises No. _____ on _____ Floor, _____ Wing, admeasuring about _____ Square Feets Carpet area equivalent to _____ Square Meters Carpet area, with allotment of the Stilt Parking Space No. _____, of the residential/commercial New Proposed building to be known as **“SHEETAL OM JAY ARADHANA CO-OPERATIVE HOUSING SOCIETY LIMITED”**, (hereinafter for the sake of brevity referred to as **“the said Premises”** and **“the said Parking Space”**), as more particularly described in the

Second Schedule hereunder written and delineated on the Typical floor plans hereto marked as **Annexure-“F”** shown surrounded by Red coloured boundary lines, for the Lumpsum Sale Price &/or consideration amount of Rs. _____ /-(Rupees _____ Only) which shall be paid by the Purchaser/s to the Developers:

(a) The Purchaser/s has/have paid on or before execution of this Agreement For Sale, a sum of Rs. _____ /-
(Rupees _____ only)
(not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Developers the balance amount of Rs. _____ /-
(Rupees _____ Only)
in the following manner :-

(b) Amount of Rs. _____ /- (not exceeding 30% of the total consideration) to be paid to the Developers after the execution of Agreement.

© Amount of Rs. _____/- (not exceeding 45% of the total consideration) to be paid to the Developers on completion of the Plinth of the building or wing in which the said Premises is located.

(d) Amount of Rs. _____/- (not exceeding 70% of the total consideration) to be paid to the Developers on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.

(e) Amount of Rs. _____/- on or before casting of the 1st Slab of the said Proposed Building, being ____% of the consideration.

(f) Amount of Rs. _____/- on or before casting of the 2nd Slab of the said Proposed Building, being ____% of the consideration.

(g) Amount of Rs. _____/- on or before casting of the 3rd Slab of the said Proposed Building, being ____% of the consideration.

(h) Amount of Rs. _____/- on or before casting of the 4th Slab of the said Proposed Building, being ____% of the consideration.

(i) Amount of Rs. _____/- on or before casting of the 5th Slab of the said Proposed Building, being ____% of the consideration.

(j) Amount of Rs. _____/- on or before casting of the 6th Slab of the said Proposed Building, being ____% of the consideration.

(k) Amount of Rs. _____/- on or before casting of the 7th Slab of the said Proposed Building, being ____% of the consideration.

(l) Amount of Rs. _____/- on or before casting of the 8th Slab of the said Proposed Building, being ____% of the consideration.

(m) Amount of Rs. _____/- on or before casting of the 9th Slab of the said Proposed Building, being ____% of the consideration.

(n) Amount of Rs. _____/- on or before casting of the 10th Slab of the said Proposed Building, being ____% of the consideration.

(o) Amount of Rs. _____/- on or before casting of the 11th Slab of the said Proposed Building, being ____% of the consideration.

(p) Amount of Rs. _____/- on or before casting of the 12th Slab of the said Proposed Building, being ____% of the consideration.

(q) Amount of Rs. _____/- on or before casting of the 13th Slab of the said Proposed Building, being ____% of the consideration.

(r) Amount of Rs. _____/- on or before casting of the 14th Slab of the said Proposed Building, being ____% of the consideration.

(s) Amount of Rs. _____/- on or before casting of the 15th Slab of the said Proposed Building, being ____% of the consideration.

(t) Amount of Rs. _____/- on or before casting of the 16th Slab of the said Proposed Building, being ____% of the consideration.

(u) Amount of Rs. _____/- on or before casting of the 17th Slab of the said Proposed Building, being ____% of the consideration.

(v) Amount of Rs. _____/- (not exceeding 75% of the total consideration) to be paid to the Developers on completion of the walls, internal plaster, floorings doors and windows of the said Premises.

(w) Amount of Rs. _____/- (not exceeding 80% of the total consideration) to be paid to the Developers on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.

(x) Amount of Rs. _____/- (not exceeding 85% of the total consideration) to be paid to the Developers on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.

(y) Amount of Rs. _____/- (not exceeding 95% of the total consideration) to be paid to the Developers on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said Premises is located.

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

3 (z-1) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of Value Added Tax, Service Tax and Cess or any other similar taxes like GST or any other such Tax, which may be levied, in connection with the construction of and carrying out the Project payable by the Owners/Developers) up to the date of handing over the possession of the [Premises].

3 (z-2) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Developers undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers shall enclose the said notification/

order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

3 (z-3) The Developers 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 pre-poned. 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 Developers.

3(z-4) The Developers 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 Developers. If there is any reduction in the carpet area within the defined limit then Developers 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, the Developers shall demand additional amount from the Purchaser/s 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 1(a) of this Agreement.

3(z-5) The Purchaser/s authorizes the Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developers may in its sole discretion deem fit & the Purchaser/s undertakes not to object/ demand/ direct the Developers to adjust his payments in any manner.

All the above payments shall be made by the Purchaser/s to the Developers in the name of **“MESSERS D.G LAND DEVELOPERS PVT. LTD.”**, being the Developers.

(4) The Purchaser/s shall pay the amount as aforesaid on the dues dates without fail and without any delay or default. Time for payment of the aforesaid installments is the essence of the contract. The Developers will forward to the Purchaser/s by ordinary post intimation of the Developers having carried out

the aforesaid work at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within eight days of Developers dispatching such intimation under certificate of Posting/Courier/Registered Post, at the address of the Purchaser/s as given in these presents. The Developers will keep certificates of their Architects certifying that the Developers have carried out given items of work and such certificate will be open for inspection by the Purchaser/s at the office of the Developers and such certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same.

(5) The said premises shall contain specifications, fixtures, fittings and amenities as set out in the **Annexure-G** hereunder written and the Purchaser/s confirm/s that the Developers shall not be liable to provide any other specification, fixtures, fittings and amenities in the said premises.

(6) Time for the payment of the purchase price is the essence of the contract. If the Developers fails to abide by the time schedule for completing the project and handing over the [Premises] to the Purchaser/s, the Developers 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 Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developers.

(7) Without prejudice to the right of the Developers, to charge interest under the terms hereof, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developers shall at his/her/their own option, may terminate this Agreement:

(a) Provided that Developers 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 mail at the e-mail address provided by the Purchaser/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the

breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement.

(b) Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers) 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 Developers.

(8) The Developers hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Developers have 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 Developers has disclosed the Floor Space Index of _____ as proposed to be utilized by them on the

project land in the said Project and Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of premises to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only.

(9) Save as aforesaid, it is expressly agreed that the right of the Purchaser/s under this Agreement is restricted to the said premises agreed to be acquired by the Purchaser/s only and all the other premises and portion or portions of the said property (Developers' Free Sale component and excluding the reserved Society Premises) and open spaces, stilt parking space, grounds, path ways etc. shall be the common areas as per the provisions of the RERA Act and the MahaRERA Act and the rules framed thereunder. The Developers shall be fully entitled to deal with or till the sale shall also be entitled to use, possess, occupy, enjoy and/or deal with, allot and dispose off the same in the manner deemed fit by them, without any reference, interference, recourse, consent or concurrence etc. from the Purchaser/s and/or the society or any association or organization formed, in any manner whatsoever. The Purchaser/s hereby confirms and consents to the irrevocable right of the Developers to fully construct and complete the said building known as

“SHEETAL OM JAY ARADHANA CO-OPERATIVE HOUSING SOCIETY LIMITED” on the said property in the manner as per the sanctioned plans approved by the Corporation by utilizing the Full Potential of the Plot as may be deemed fit by the Developers, till its full lawful completion thereof, in accordance with law, as per the Sanctioned Plan/s, disclosed to them prior to the execution hereof.

(10) The Purchaser/s has/have made inquiries, investigated and is/are aware of the rights and title of the Developers to, unto and over the said property. The Purchaser/s has/have agreed to acquire the said premises after thorough inquiries and investigation and after being fully aware of the rights and title of the Developers to the said property. The Purchaser/s have inspected the Original Title Certificate dated:04-02-2015 and _____, issued by Advocate Mr.Monesh Rajnikant Sharma and other title document/s, deed/s and paper/s, etc., in that regard. The Purchaser/s hereby undertakes not to raise any objection and/or requisitions to the right and title of the Developers to the said property, hereafter and forever.

(11) The Parties further agree and record that the Possession of the said premises with lock and key control thereof, shall be delivered by the Developers to the Purchaser/s after the said premises is/are ready for use and occupation on or before _____-2017/2018, PROVIDED all the amounts due and payable by the Purchaser/s, under the terms of this presents are fully paid to the Developers hereinbefore the said Purchaser/s is/are delivered the vacant and peaceful possession thereof. It is further agreed and provided that if any of the amount which is due and payable and which remains unpaid, under this presents, then the same shall render the said Purchaser/s disentitled to seek the possession of the said premises and the Purchaser/s herein agree/s and accept/s the same irrespective of the other rights of the Developers herein under this presents or at law, equity and otherwise. It is further agreed and provided that the Purchaser/s herein upon compliance and fulfillment of the terms and conditions of this presents, shall, within three months from the receipt of the written Notice of Intimation of Possession interalia intimating that the said premises is/are ready for use and occupation, from the Developers herein, shall take the possession of the said premises, failing which on the expiry of the stipulated date under the said notice, the said Developers

herein shall be discharged from their obligation to deliver the possession of the said premises in terms under this presents as well as under the said RERA, MahaRERA and the MOFA Act and other Statutes/Enactments, as recorded herein. The Purchaser/s shall before taking possession of the said premises, inspect the same thoroughly and point out defects if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required. In the event of the Purchaser/s taking possession of the said premises without inspection, then he/she/they should be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing. The Provisions of the RERA and the MahaRERA Act applies to these presents.

(12) The Developers and the Purchaser/s herein further agree and covenant with each other that:

(a) The Developers undertakes to construct the said Building and the said Flat/s premises in accordance with the sanctioned plans & approvals as may be approved by the said Government Authority/ies.

(b) The Developers shall perform and fulfill all their contractual obligations towards the Society (Om Jay Aradhana Co-Operative Housing Society Limited), as contained in the Development Agreement dated:30-01-2015 and 34 (thirty-four) Registered Agreement/s for Providing Permanent Alternate Accommodation executed between the Developers and the Member/s of the Society, respectively.

(c) The Developers undertake to handover the respective New Flat/ Shop/Unit Premises as Permanent Alternate Accommodation in the New Proposed Building to the 34 (thirty-four) Member/s, in pursuance to the registered Agreement/s for Providing Permanent Alternate Accommodation executed with each of them before handing over possession to the Purchaser/s.

(d) The Possession of the said premises shall be delivered by the Developers to the Purchaser/s by the end of _____-2017/2018.

(e) The Developers shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date, if the completion of the project is delayed, by reason on or account of:

i) non-availability/shortage of steel and/or cement or other building materials or water supply or electric power supply or

ii) by reason of war, civil commotion, bomb blast, fire, strike, lock-out or any act of God such as earth-quake, floods, and/or other natural calamities or

iii) any other cause beyond the control of the Developers.

iv) if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or Competent authority or any force majeure and in any of the aforesaid events the Developers shall be entitled to the sufficient extension of time for delivery of possession of the said premises.

(f) The Developers 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 re-development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

(g) The Developers have lawful rights & requisite approvals from the competent Authorities to carry out re-development of the Project and shall obtain requisite approvals from time to time to complete the re-development of the project;

(h) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(i) 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;

(j) 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 & 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 Developers 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;

(k) The Developers have 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;

(l) The Developers have 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 [Premises] which will, in any manner, affect the rights of Purchaser/s under this Agreement;

(m) The Developers confirms that the Developers are not restricted in any manner whatsoever from selling the said

[Premises (Being the Free Sale Component)] to the Purchaser/s
in the manner contemplated in this Agreement;

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

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

(13) If for any reason the Developers are unable or fail to give possession of the said premises to the Purchaser/s within the date specified in clauses hereinabove or within any further date or dates as may be mutually agreed to by and between the parties hereto, then in such case, the Purchaser/s shall be entitled to give notice to the Developers terminating the

Agreement, in which event, the Developers shall, after 4 weeks from the receipt of such notice, refund to the Purchaser/s the aforesaid amount of deposit and the further amount if any, that may have been received by the Developers from the Purchaser/s in/as installments towards part payment in respect of the said premises together with simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developers shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the said Developers may deem fit.

(14) Upon possession of the said premises being delivered to the Purchaser/s he/she/they shall be entitled to the use and occupation of the said premises. The Purchaser/s however shall not be entitled to and shall not change the user of these premises. Upon the Purchaser/s taking possession of the said premises he/she/they shall have no claim against the Developers in respect of any item or work in the said premises which may be alleged not to have been carried out and/or completed.

(15) Commencing a week after notice is given by the Developers to the Purchaser/s that the said premises is/are ready for use and occupation, the Purchaser/s shall be liable to bear and pay all statutory taxes and charges for electricity and other service charges and the outgoings payable in respect of the said premises mentioned in clauses hereof.

(16) The Purchaser/s shall pay to the Developers a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.(as may be applicable).

(17) It is agreed that in respect of items, moneys paid as mentioned in clauses 15 and 16, the Developers shall not be liable to render any accounts.

(18) The Stamp Duty, Registration charges and other miscellaneous expenses in respect of this Agreement shall be paid by the Purchaser/s.

(19) The Purchaser/s shall not use the said premises for any other purposes other than for its sanctioned residential/ commercial use.

(20) The Purchaser/s doth hereby covenant with the Developers that the Purchaser/s herein and his/her/their assign/s, respectively, shall from the date of possession, resale and/or assignment thereof, maintain the said premises at his/her/their cost in a good condition and shall not do or suffer to be done anything thereby causing any damage, defect to the structural member/s of the said building specifically the beams, columns, pillars, chajjas, walls (internal and outer), parapet walls, pardis together with the compound walls, lobbies, staircase, corridor and/or to the said premises and/or common passages, common areas or the compound which may be against the rules or bye-laws of the Mumbai Municipal Corporation, the said Society/ proposed Society & shall also comply with the RERA, MahaRERA Act & the rules framed thereunder and the Orders

or Directions passed thereunder including Orders (if any) that may be passed by the Government of Maharashtra and other authorities under the provisions of law, interalia in that respect.

(21) The Purchaser/s hereby grant/s his/her/their irrevocable power and consent to the Developers and agree/s:

(a) That at all time, the Developers alone shall be entitled to all F.S.I./ Fungible F.S.I. whether available at present or in future for any reason whatsoever including the balance F.S.I. the additional F.S.I. available under D.C. Regulations from time to time and/or by an special concession, modification of present Rules Regulations Statutes, bye-laws etc. F.S.I. available in lieu of the setback, reservation (if any) or otherwise howsoever, upto the completion of the New Proposed Building, as contained in terms of the aforesaid Registered Development Agreement dated:30-01-2015, the Sanctioned Plan/s dated: _____, read together with the I.O.D. dated: _____, respectively and shall not cause any obstacle in respect of the same.

(b) That under no circumstances, the Purchaser/s, will be entitled to any F.S.I. or shall have any right to consume or deal with or dispose off the same in any manner whatsoever.

(c) Not to raise any objection or interfere with Developers' right reserved hereunder and as contained in the said Development Agreement dated:30-01-2015.

(d) To execute, at once if any further or other writing, documents etc. is required or necessary for the purpose and intent of this Agreement.

(e) To do all other acts, deeds, things and matter which the said Developers in their absolute discretion deem fit for putting into complete effect the provision/s of this Agreement.

(f) The aforesaid consent and Agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said Premises is handed over to the Purchaser/s.

(22) The parties hereto specifically declare and confirm that:

(a) The Purchaser/s has/have inspected the said property and had ascertained for himself/herself/ themselves that the work of

constructing and completing the said Proposed building is still in progress & the said premises is/are not yet fit/ready for use.

(b) As the Proposed Building is under construction and as the Completion Certificate/Occupation Certificate, in respect of the said Proposed building, accordingly has/have not yet been applied for or issued by the Municipal Corporation of Greater Mumbai, as required by law & consequently under the provisions of RERA Act, MahaRERA Act & the Rules framed thereunder, the Maharashtra Ownership Flats Act, 1963 the Developers are not entitled to allow the Purchaser/s to enter into possession of the said premises and the Purchaser/s is/are prohibited from taking possession of the said premises till such Certificate is given by the M.M.C.; M.M.C. shall have a free access to the said property to carry out the repairs and maintenance of the water pipe lines as and when required. And M.M.C. will not be responsible for any damage caused to the Proposed building and persons due to leakage or bursting of the water main.

(c) It is specifically agreed between the parties herein and provided that the Developers shall handover the possession of the said Premises to the said Purchaser/s herein, upon total completion of the said Building, proposed to be constructed on

the said property, in accordance with the sanctioned plans and the said Purchaser/s shall not raise any objection of any nature whatsoever nor initiate any legal proceedings, steps and actions in that regard against the Developers herein, in that respect. The Purchaser/s doth hereby further covenant/s with the Developers that they have mutually agreed upon the terms and conditions as contained herein and further undertake not to resile from the covenants as recorded herein.

(23) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said premises may hereinafter come, hereby agree, undertake and covenant with the Developers as follows:-

(a) To maintain the premises at the Purchaser's own cost in good tenantable repair & condition from the date of possession of the said premises is taken and not do or suffered to be done anything thereby causing damage to the structural members of the said building such as the beams, columns, chajjas, pillars, walls (internal and outer), pardis etc., in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make

addition in or to the building in which the premises is situated or the premises itself or any part thereof.

(b) Not to store in the premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, lift, other amenities, common passages or any other structure of the new building in which the said premises is situated and in case any damage is caused to the new building in which the premises is situated on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

(c) To carry out at her/his/their own costs all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered to the Purchaser/s and not do or suffer to be done anything in or to the building in which the said premises is situated or in the premises which may be against the rules and regulations and

bye-laws of the concerned local authority or other public authority and the rules and bye-laws of the said Society/proposed Society & in the event of the Purchaser/s committing any act in contravention of the above provision/s, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or to the other public authority or to the said Society/proposed Society (as the case may be).

(d) Not to demolish or cause to be demolished the premises or any part thereof nor at any time, make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor any alteration in which the elevation and outside colour scheme of the building in which the said premises is situated is affected and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the said premises is situated and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural chambers in the said premises without the prior written permission of the Developers

and/or the said Society and the concerned local authorities and/or any other public bodies, 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 situate or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance, as may be applicable.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said property and/or the neighbouring buildings or open spaces of the building in which the said premises is situated.

(g) Pay within 10 days of demand, their share of security deposit demanded by any concerned local authority or government or public/ private authority/ies/ company/ies for giving water, electricity or any other service/s connection/s to the building in which the said premises is situated.

(h) To bear and pay the local Municipal taxes, Assessment Land Revenue, Common Light, Maintenance, Watchman, Sweepers, Wages, Common Electricity charges, water charges, insurance and other levies and outgoing expenses incidental to the maintenance of the said building, together with the said property, until the said outgoings, such as Municipal Taxes, Assessment are not fixed and determined or worked out by the concerned authority in respect of each of the Flat/s/Shop/s, of the said building, the Purchaser/s shall pay such amount/s as advance on account of such outgoings and expenses to the Developers, till the lawful completion of the construction of the said Proposed Building is duly completed by the said Developers and after the completion of the same, such accruing maintenance and outgoing/s, premium/s, statutory tax/s, charges among other charges etc including by way of Admission fee, Society Membership charges, fees, Share Capital/Money/ Contribution, Share Certificate charges and other charge/s, if any, shall be borne and paid by the said Purchaser/s herein, to the Society/Proposed Co-operative Society(as applicable), which all the sum/s and amount/s, as may be imposed by the concerned local authority and/or Government and/or other public/private authority/ies/company/ies.

(i) The Purchaser/s shall not let, sublet, sell, mortgage and/or otherwise transfer, assign or part with the Purchaser's interest or benefit under this Agreement without obtaining the previous consent in writing of the Developers and/or the Society/Proposed Society till the completion of the Building and thereafter, respectively.

(j) The Purchaser/s shall permit the Developers their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and building or any part thereof to view and examine the state and condition thereof or for any other purposes.

(k) The Purchaser/s shall not at any time cause or permit any public or private nuisance in or upon the said premises, the building on the said property, open spaces or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Developers or to the society members, other occupants of the said proposed building, neighbouring properties/ buildings.

(24) The Purchaser/s and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the written consent of the Developers, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developers may require for safeguarding the interest of the Developers &/or of the Purchaser/s &/or their Loanee Bankers, in the said building.

(24-a) The Purchaser/s hereby covenant/s that from the date on which possession, of the said premises are offered he/she/they shall keep the said premises, the walls and partition wall/s, sewers, drains, pipes and appurtenance thereof belonging in good tenable repair and shall abide by the conditions of the Government, M.C.G.M., the proposed Society or the Reliance Energy/Tata Power and any other authorities and local bodies and shall attend, answer and will be responsible for all violation of any such conditions or rules, regulations or bye-laws, as the case may be.

(25) The Stamp Duty and Registration Charges and taxes such as Service Tax, Sales Tax, Value Added Tax (VAT)/Works Contract Act, G.S.T., and any other Statutory Tax/Levy/Cess of

like nature, incidental to this Agreement and any document executed in pursuance of this Agreement and/or in respect of the said premises and/or the said property shall be borne and paid by the Purchaser/s to the Developers and/or the respective Authority/ies, respectively, as the case may be.

(26) The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Developers, the following amounts:-

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

(iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company /Federation/ Apex body.

(v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

(27) The Developers shall maintain a separate account in respect of sums received by the Developers 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 outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(28) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the MahaRERA Act and the Rules framed thereunder or under any other 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 & 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.

(29) Wherever in this Agreement it is stipulated that the Purchaser/s 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 [Premises] to the total carpet area of all the [Premises] in the Project.

(30) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(31) The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developers' Office, or at some other place , which may be mutually agreed between the Developers and

the Purchaser/s, in _____ after the
Agreement is duly executed by the Purchaser/s & the
Developers 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
_____.

(32) The Purchaser/s and/or Developers shall present this
Agreement at the proper registration office of registration
within the time limit prescribed by the Registration Act and the
Developers will attend such office and admit execution thereof.

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

Name of Purchaser/s

(Purchaser/s' Address)

Notified Email ID: _____

Developers name

(Developers Address)

Notified Email ID: _____

(34) It shall be the duty of the Purchaser/s & the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Purchaser/s, as the case may be.

(35) That in case there are Joint Purchaser/s, all communications shall be sent by the Developers to the Purchaser/s whose name appears first & at the address given by him/her/ them which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

(36) The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

(37) Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be

referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

(39) The Parties hereto further agree and record that the Purchaser/s shall be entitled to deduct the T.D.S. (if any) as may be applicable, as per amended Rules & Provisions of Income Tax Act if the Purchase Price/Sale Consideration under this Agreement for such Flats/ Shop/s / Premises Sale is above the prescribed statutory limit and in such event the Purchaser/s shall execute such receipts Post-deduction of such T.D.S. amount and issue Original Tax-Deduction Certificate for the money so deducted and directly deposit such deducted amount with the Concerned Department/s of the Concerned Authority /ies in the prescribed statutory time frame and shall upon demand produce the copy of the original paid-up Challan/ Receipt in that respect & further undertakes that the Purchaser/s

shall keep the Developers herein well saved and/or defended against any omission/commissions and/or default,in that regard.

(40) The Non-refundable deposits that may be demanded by or paid to the Mumbai Municipal Corporation for the purpose of sanctioning the plans and/or issuing the commencement certificate, I.O.D. and/or occupation certificate and/or Completion Certificate and for giving water connection to the said building shall be payable by all the Purchaser/s of the said building in proportion to the respective area of their respective purchased Flat/s, the amount of the same to be determined by the Developers. The Purchaser/s agree/s to pay to the Developers within seven days of demand, such Proportionate share of the Purchase towards such charges/deposit, as per the mutually agreed terms hereinabove.

(41) The Purchaser/s agree/s and bind/s himself/herself/ themselves to pay to the Developers his/her/their provisional monthly compensation of Rs. _____/- per month towards the aforesaid outgoing and maintenance charges referred to in Clauses hereinabove from the date as provided hereinabove and payable every month regularly in advance.

(42) The Purchaser/s herein doth hereby irrevocably covenant with the Developers that they shall permit the Developers and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within three months of the Developers giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the Developers to the Purchaser/s and also for the purpose of repairing any part of the building and for the purpose of making, repairing maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said building & also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

(43) It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to sell or transfer, assign, allot, lease or give on

licence basis, assign or otherwise deal with or disposed of to anyone of their choice, the premises belonging to the Developers' Free Sale component, in the said Proposed building.

(44) So long as the areas of the said property (agreed to be acquired by the Purchaser/s from the Developers) is not altered and the amenities set out in the **Annexure-“G”** hereunder written are not altered, the Developers shall be at liberty and are hereby expressly permitted to make variations in the layout/ elevation of the property and/or of the building and/or varying the location of the access of the building as per the existence of the situation and the circumstances of the case may require and warrant, as per the procedure laid down by the RERA and the MahaRERA Act. The Purchaser/s expressly hereby agrees and grants his/her/their consent/s to all such variations. The Developers are fully and absolutely entitled to utilize the floor space index as may be sanctioned and permitted by the Municipal Corporation of Greater Mumbai.

(45) Notwithstanding anything contained in this Agreement or any other documents to be executed in future in respect of the said premises, the Developers shall have a first charge on the said premises agreed to be acquired by the Purchaser/s for

recovery of all the amounts payable by the Purchaser/s to the Developers under this Agreement or otherwise.

(46) The Purchaser/s hereby agree/s and undertake/s to be a member/s of the said Society, sign and execute all the necessary papers, application/s, form/s, for becoming the member/s of the said Society, pay the membership and other applicable fees/charges thereto and to adhere to and with the bye-laws of the said Society.

(47) The Purchaser/s hereby irrevocably agree/s, consents and undertake/s on becoming the Member/s of the said Society to regularly pay the maintenance charges and dues, as per the Maintenance bill/s, raised by the said Society from time to time.

(48) Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement nor shall the same amount to any waiver in any way or manner or prejudice the rights of the Developers.

(49) The Developers have handed over the original of this Agreement duly executed by the Developers and the Purchaser/s herein, to the Purchaser/s and the said Developers shall

retain unto themselves a Duplicate set of the Agreement having Adhesive Stamp of Rs.100/- and duly executed by the Developers and the Purchaser/s herein, for their record.

(50) This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Re-Development) Act, 2016 & the MahaRERA Act and the Rules framed thereunder and any other provisions of law applicable thereto.

(51) Developers PAN No.:_____.

Purchaser/s PAN No.:_____.

In WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and Seal/s on day and year hereinabove written.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE
REFERRED TO

All that Piece or Parcel of Land or ground lying being and situate at Malad and abutting on Nanabhai Laxmanji Road, Malad (West), Taluka: Borivali in the Bombay Suburban District, in the Registration Sub-District of Bandra bearing Survey No.389, Hissa No.12 (Part), City Survey No.834, admeasuring about 1118.3 Square Meters or thereabouts and bearing Municipal P. Ward No. 3031 (4), together with Building having 32 (Thirty Two) Flats and 2 (Two) Shops, now popularly known as “Om Jay Aradhana Co-operative Housing Society Limited”, located at Nanabhoy Laxmanji Road, Somwari Bazar, Malad (West), Mumbai-400 064 in Revenue Village: Malad West, Taluka: Borivali, Mumbai Suburban District and bounded as follows:

On or towards the East : By the said Nanabhai Laxmanji Road.

On or towards the West : By Property of Dahyabhai Bhailal Shah.

On or towards the North : By the property of F.R. Dinshaw (Lessee Smt. Rita D’Souza).

On or towards the South: By property of Radhakrishna P. Saple.

THE SECOND SCHEDULE OF THE PROPERTY

ABOVE REFERRED TO

All that New Flat/Shop/Unit No. _____ admeasuring
_____ square feet carpet area on the _____ Floor,
_____ Wing of the Ground plus Twenty Floor/s, with lift of
the Building known as “**SHEETAL OM JAY ARADHANA
CO-OPERATIVE HOUSING SOCIETY LIMITED**”, with
Stilt parking space bearing No. _____ on Ground level of the
said Building, situate lying and being on the property, more
particularly referred to in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES

Open Spaces, Lobbies, Stair Case, Corridor, Common Passage,
Compound Wall, Terrace, Open Building Compound, Pump
Room and Water Tank/s.

COMMON AREAS AND FACILITIES (LIMITED)

Stilt/Mechanical/Cantilever/PIT Parking.

RECEIPT

Received of and from the withinnamed Purchaser/s, the Sum of Rs. _____/- (Rupees _____ Only), as agreed towards the earnest money out of the total sale price and/or consideration amount of Rs. _____/- (Rupees _____ Only), by an Account Payee Cheque/s/Pay Order drawn on Purchaser/s Banker in the name of the Developers, as more particularly within mentioned, in the manner as follows:

Sr. Order No.	Cheque/Pay	Date	Bank/Branch	Amount(Rs.)
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Total _____/-

(Rupees _____ Only)

to be paid by the Purchaser/s to us, in terms as withinmentioned.

Witnessess;

We Say Received as Above.

1)

Rs. _____/-

For M/S. D.G. Land Developers Pvt. Ltd.

Mr.Brahmadev D. Shukla

(Authorised Director)

2)

(Developers)

Signed, Sealed and Delivered by the)
withinnamed “the Developers”)
Messers D.G. Land Developers Private Limited)
by and through the hands of its Authorized)
Director namely,)
Mr.Brahmadev Dudhnath Shukla)
who is duly authorized pursuant to)
Board of Directors Resolution dated:_____)
in the presence of.....)

SIGNED, SEALED AND DELIVERED)
by the withinnamed “**Purchaser/s**”)
_____)
_____)
_____)
in the presence of.....)

Dated this ____ day of _____, 20____

M/S. D.G. Land Developers Pvt. Ltd.

.....Developers.

And

Shri/Smt./M/s._____.

.....Purchaser/s.

AGREEMENT FOR SALE

Mr.Monesh Rajnikant Sharma

Advocate, High Court, Mumbai

Solicitor's Bunglow,

Rani Sati Marg, Malad (East),

Mumbai-400 097.

Om Jay Aradhana- Sale Agreement-rera

PROVISIONAL ALLOTMENT

Date : _ _ _ _ _

To,
Mr.
_ _ _ _ _

Sub: Allotment of Flat No. _ _ _ _ _ on the _ _ _ _ _ in the Proposed building to be known as “ SHEETAL OM JAY ARADHANA “ having _ _ _ carpet area (Carpet Area as per RERA _ _ _ _ _ sq.ft/sq.mts) to be constructed by us on plot bearing C.T.S. Nos. 834 at Village: Malad (w) , Taluka: Borivali , Mumbai Suburban District,.

Dear Sir / Madam,
You have agreed to purchase from us and we have agreed to allot to you the aforesaid _ _ _ _ _ Flat premises for a lumpsum consideration of Rs._ _ _ _ _ (Rupees _ _ _ _ _ only) exclusive of all other deposits, legal charges, stamp duty, registration charges, service tax, VAT, LUC taxes, GST and the cost of formation of the Co-operative society / limited company / condominium of Apartment Owners / Association, as the case may be.
The Allottee shall be liable to pay the aforesaid Consideration Value, Additional Charges and Government Taxes & Levies as per the payment schedule time being of the essence.

Payment Received:-

Sr.	Cheque No	Dated on	Amount	Bank Name
1				

The detailed terms and conditions of the sale, which have been discussed and mutually agreed upon by and between us, will be set out in the Agreement for sale, which shall be executed by and between us, as mutually agreed upon, in due course. You will have to execute an Agreement for sale within a period of seven days when called upon. You will have to abide by all the terms and rules and pay the appropriate stamp duty, registration thereon and all the due or consideration amount as stipulated installments in the agreement and as intimated to you by the demand letter.

Contd..2/-

: 2 :

Format of Agreement for Sale has been provided to you and You shall be bound by all the terms and conditions of the Agreement for sale, which have been explained to you and you, hereby, agree to abide by the same.

The unit(s) cannot be re-sold/transferred to any third party by the allottee till all amounts in relation to the Unit have been received by the Company and the allottee has taken possession of the Unit. This allotment letter has been issued under of provisions of Real estate (regulation and development) Act 2016 and Maharashtra Real Estate Regulatory Authority (General) Regulations 2017 and allied rules and regulations . You hereby agree to abide by the same.

This allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Allotment Letter. Any dispute shall be settled by a sole arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or proceedings followed Real estate (regulation and development) Act 2016 and Maharashtra Real Estate Regulatory Authority (General) Regulations 2017 and allied rules and regulations

You can contact customer care relationship manager for any queries or assistance.

I would like to take this opportunity to thank you for the trust that you have reposed in the DGS Group, and assure you of our best services at all times.

Thanking you,

Yours faithfully,

For D.G.LAND DEVELOPERS PRIVATE LIMITED

WE CONFIRM

Authorized Signatory

Signature

Note: this Provisional Allotment letter does not give exclusive right to the allotted premises unless all the terms are compiled with and in the event the terms are not compiled, this letter of allotment shall stand ispo facto terminated.