

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____ 201_.

BETWEEN

MESSRS SIDHIVINAYAK CONSTRUCTIONS a firm registered under the Indian Partnership Act 1932 having their registered office at 409/410 Mahinder Chambers 619/28-29 WT Patil Marg Chembur Mumbai 400 071 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 partners for the time being of the said Firm their survivors or survivor and the heirs executors and administrators of such last survivor) of the one part

AND

Mr /Mrs/Messrs _____ of Mumbai Indian Inhabitant(s)/a firm registered under the Indian Partnership Act 1932/a limited liability partnership registered under the Limited Liability Partnership Act 2008/a Hindu Undivided Family/a limited liability Company registered/deemed to be registered under the Companies Act 2013 having his/her/their address at _____ hereinafter referred to as the '**Purchaser**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs executors administrators and assigns/the partners for the time being of the firm their survivors or survivor and the heirs executors administrators and assigns of such last survivor/the members for the time being of the Hindu Undivided Family and the respective heirs executors administrations and assigns of such last survivor/ its successors and assigns) of the other part

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W H E R E A S

- a The **Shivpuri Building No.10 Co-operative Housing Society Limited** a Society duly registered under the Maharashtra Co-operative Societies Act 1960 under No BOM/HSG/1358 of 1967 on 11th April 1967 (hereinafter referred to as the '**Society**') is entitled to the plot bearing No.10 situate at V N Purav Marg Chembur Mumbai 400 071 within the limits of Greater Mumbai in the revenue village of Chembur taluka Chembur in the district and registration sub-district of Mumbai Suburban formerly bearing Survey No.246 and now bearing CTS No 454/18 admeasuring 621.20 sq mts more particularly described in the First Schedule hereunder written and shown by black colour outline on the block plan hereto annexed as **Annexure `1'** (hereinafter referred to as the '**Plot**') together with the building of Ground and three upper floors known as `Shivpuri Building No.10' thereon assessed to municipal taxes under `M(West)' Ward no. 1450(10) Plot No. 10 Sion Trombay Road (hereinafter collectively be referred to as the '**Old Building**'. The Plot with the Old Building thereon shall hereinafter collectively be referred to as '**Property**';
- b The Old Building was occupied by sixteen (16) members of the Society occupying the residential premises therein;
- c The Old Building was constructed prior to 1965. Hence over the years the same is dilapidated and requires to be redeveloped/re constructed;
- d The Property is independently capable of being redeveloped by demolishing the existing Old Building and by construction of a new residential building in place and in stead thereof. The Plot being in the TDR receiving zone, the redevelopment thereof can be undertaken by utilizing the available/unutilized originating FSI, the FSI credit by way of TDR, the FSI granted by the Government/local bodies/authorities by payment of premium/ compensation and all other development potential of the Plot and in addition thereto to utilize the fungible FSI and FSI granted for staircase lift landing lobby balcony FSI etc in the construction of such new Building;
- e By an Agreement dated 15th December 2014 registered under no KRL-3/10214 of 2014 on the same date with the Sub-Registrar at Kurla-3 (hereinafter referred to as the '**Agreement**'), the Society granted unto the Developers the rights to redevelop the Property on the terms and conditions therein mentioned. The Agreement is valid subsisting and in full force and effect;
- f The Developers are entitled to and enjoined upon to construct a new Building on the Plot in accordance with the recitals herein;
- g The Developers prepared and submitted the plans specifications and designs for construction of a new residential building consisting of stilt and six upper habitable floors (hereinafter referred to as the '**Building**') on the Plot. The stilt/ground floor shall consist of stack car parking spaces. There shall be a Society office on the third floor;

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- h The Developers have registered the building project of redevelopment of the Property under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the **`Act`**) and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017 made thereunder (hereinafter referred to as the **`Rules`**) with the Real Estate Regulatory Authority under no ____ on ____, the authenticated photocopy whereof is annexed hereto as **Annexure `2`**;

- i The Developers have entered into a standard Agreement with B H Wadhwa & Company Architects registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Developers have appointed Eco Safe Engineers the Structural Designers for the preparation of the structural design and drawings of the Building and the Developers shall accept the professional supervision of the Architect and the Structural Engineer till the completion of the Building;

- j The building and elevation plans of the Building have been sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the **`MCGM`**) as per the IOD bearing no.CHE/ES/1816/BPES/M/W/337/NEW dated 10th December 2015. The local authorities have granted to the Developers, the Commencement Certificate bearing no. CHE/ES/1816/BPES/M/W/337/NEW dated 18th May 2016 for commencing the construction of the Building. The Developers shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Building;

- k The Developers have demolished the Old Building and have commenced the construction of the Building on the Plot in accordance with such sanctioned building plans. The Developers will be entitled to make variations or amendments thereto as they may deem fit and proper in their absolute discretion;

- l As per the Agreement and as per subsequent agreements, the Developers shall provide residential flats and car parking spaces in the Building to the members of the Society on ownership basis (hereinafter referred to as the **`Member Premises`**);

- m As per the Agreement, save and except the Members Premises the Developers are entitled to sell and allot the flats tenements premises and the stilt/pit/stack car parking spaces and other premises in the Building and to enter into agreements with the purchasers thereof;

- n At the request of the Purchaser the Developers have given inspection to the Purchaser of all the documents relating to the Plot including the sanctioned plans designs and specifications and such other documents as are specified in the Act and the Rules made thereunder. The Purchaser has perused the aforesaid documents and has entered into this Agreement knowing fully well and understanding the contents and the implications thereof;

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- o Prior to the execution hereof the Purchaser has satisfied himself about the title of the Developers to develop the Plot and shall not make any further investigation of title and no requisition or objection shall be raised on any matter relating thereto and that the Purchaser hereby accepts the title to the same;

- p Messrs L D Shah & Company Advocates and Solicitors have issued their Certificate of Title dated 2nd February 2015;

- q The copies of : (1) Plan of the Plot (2) the RERA Registration Certificate dated ____ (3) the IOD bearing no CHE/ES/1816/M/W/337/NEW dated 10th December 2015 (4) the Commencement Certificate bearing no CHE/ES/1816/BPES/M/W/337/NEW dated 18th May 2016 (5) the Certificate of Title in respect of the Plot issued by Messrs L D Shah & Company Advocates & Solicitors (6) the Property Register Cards (7) the Floor Plan of the Premises hereby agreed to be purchased by the Purchaser are annexed hereto as **Annexures `1' to `7'** respectively;

- r The Developers hereby declare that they shall utilize the following presently available development potential in respect of the Plot:
 - (i) originating Floor Space Index (FSI) of 621.20 sq mts;
 - (ii) FSI credit by way of external TDR of 310.60 sq mts;
 - (iii) FSI procured by payment of premium of 310.60 sq mts;
 - (iv) Fungible FSI of 434.84 sq mts; and
 - (v) FSI by payment of premium for staircase lift landings lobbies of 394.74 sq mts;and
Out of the aforesaid, the FSI/development potential to the extent of 1677.24 sq mts shall be utilized in the construction of the Building on the Plot. The balance FSI/development potential to the extent of 6.25 sq mts has remained unutilized. Such balance unutilized FSI/development potential alongwith other further future additional FSI/development potential in respect of the Plot shall be utilized by the Developers in the construction of vertical extension/s or horizontal annexe/s to the Building on the Plot;

- s The Purchaser has offered to purchase from the Developers the Flat bearing no.____ admeasuring about ____ sq ft (carpet area) i.e ____ sq ft (builtup area ie ____ sq ft (RERA carpet area excluding the area covered by external walls service shafts exclusive balconies patios terraces etc if any attached to the Premises) on the ____ floor of the Building shown by red colour outline on the plan thereof annexed hereto as **Annexure `7'** more particularly described in the Second Schedule hereunder written (hereinafter referred to as the **`Premises'**);

- t Relying upon such offer the Developers have agreed to sell to the Purchaser the Premises for the lumpsum consideration of **Rs._____/- (Rupees _____ only)** and on the terms and conditions hereinafter appearing;

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- u On or before the execution of these presents the Purchaser has paid to the Developers a sum of **Rs.**_____/ - (**Rupees** _____ **only**) as an earnest money deposit in respect of the Premises (the payment and receipt whereof the Developers do hereby admit and acknowledge). The balance consideration of **Rs.**_____/ - (**Rupees** _____ **Only**) shall be paid in the manner as hereinafter appearing. A sum of Rs._____/ - being 1% of the total consideration has been paid/shall be paid by the Purchaser directly to the Income Tax Department as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act 1961. Such deduction and payment to the Income Tax Department as aforesaid shall be deemed as payment of part consideration under this Agreement;
- v The Developers have registered the building project for redevelopment of the Property under the provisions of the Act with the Real Estate Regulatory Authority as aforesaid. Hence under sec 13 of the Act the Developers are required to execute a written Agreement for sale of the Premises with the Purchaser being in fact these presents and also to register this Agreement under the Registration Act, 1908;
- w In the foregoing Agreement the term `Premises' shall include the residential flats tenements premises and any other areas/premises hereby agreed to be sold. The term `Purchaser' shall include purchaser of residential flats tenements premises and the allotment of car parkings or purchasers of any other premises hereby agreed to be sold and shall also include the plural and feminine gender of the term `Purchaser'.

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

- 1(A) The Purchaser does hereby agree to purchase from the Developers and the Developers do hereby agree to sell to the Purchaser the Flat bearing no.____ admeasuring about _____ sq ft (carpet area) i.e _____ sq ft (builtup area ie _____ sq ft (RERA carpet area excluding the area covered by external walls service shafts exclusive balconies patios terraces etc if any attached to the Premises) on the _____ floor of the building to be known as **‘Shivam Heights’** to be constructed on the Plot bearing No 10 situate at V N Purav Marg Chembur Mumbai 400 071 within the limits of Greater Mumbai in the revenue village of Chembur taluka Chembur in the district and registration sub-district of Mumbai Suburban formerly bearing Survey No 246 and now bearing CTS No 454/18 admeasuring 621.20 sq shown by red colour outline on the plan thereof hereto annexed as **Annexure `7’** more particularly described in the Second Schedule hereunder written (hereinafter referred to as the **‘Premises’**) for the lumpsum consideration of **Rs.**_____/ - (**Rupees** _____ **only**) which the Purchaser has agreed to pay to the Developers in the manner as follows:
- i Rs._____/ - being the amount paid on or before execution hereof (the payment and receipt whereof the Promoters do hereby admit and acknowledge and of and from and every part thereof do hereby acquit release and discharge the Purchaser forever);
- ii. Rs._____/ - being ____% on completion of walls of the said flat;
- iii. Rs._____/ - being ____% on completion of internal plaster of the said flat;

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- iv. Rs._____-/- being ____% on completion of doors and windows of the said flat;
- v. Rs._____-/- being ____% on completion of floorings of the said flat;
- vi. Rs._____-/- being ____% on completion of staircases, lift wells upto the floor level of the said flat;
- vii. Rs._____-/- being ____% on completion of sanitary fittings of upto the floor level of the said flat;
- viii. Rs._____-/- being ____% on completion of lobbies upto the floor level of the said flat;
- ix. Rs._____-/- being ____% on completion of external plaster of said building in which the said flat is located;
- x. Rs._____-/- being ____% on completion of external plumbing of the building in which the said flat is located;
- xi. Rs._____-/- being ____% on completion of elevation of the building in which the said flat is located;
- xii. Rs._____-/- being ____% on completion of terraces with waterproofing of the said building in which the said flat is located;
- xiii. Rs._____-/- being ____% on completion of plinth protection /paving areas appertain and all requirements as may be prescribed in the Agreement of the building in which the said flat is located;
- xiv. Rs._____-/- being ____% on completion of entrance lobbies of the said building in which the said flat is located;
- xv. Rs._____-/- being ____% on completion of lifts and water pumps of the said building in which the said flat is located;
- xvi. Rs._____-/- being ____% on completion of electric fittings, electro, mechanical and environment requirements of the said building in which the said flat is located;
- xvii. Rs._____-/- being ____% against and at the time of handing over of possession of the said flat to the Purchaser on or after receipt of Occupancy Certificate.

_____ Total Rs._____-/- (Rupees _____ only)
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- 1(B) The full consideration of the Premises hereinabove stated will exclude Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and Cess or any other similar taxes which may be levied) in connection with the construction of the Building and the sale of the Premises upto the date of handing over the possession of the Premises.
- 1(C) The full consideration is escalation free save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developers undertake and agree that while raising a demand on the Purchaser for increases in development charges, cost or levies imposed by the competent authorities etc, the Developers shall enclose the notification/order rule/regulation published/issued in

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that behalf alongwith the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.

1(D) The Developers shall confirm the final carpet area that has been sold/allotted to the Purchaser after the construction of the Building is complete and the Occupation Certificate is granted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the `MCGM'), by furnishing details of the changes, if any, in the carpet area. Provided However the carpet area of the Premises may increase/decrease to a maximum extent of 3% of the carpet area thereof as herein setout. The consideration payable for the Premises shall be recalculated upon confirmation by the Developers. If there is any reduction/decrease in the carpet area of the Premises beyond 3% then the Developers shall refund the proportionate excess consideration to the Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess consideration was paid by the Purchaser. If there is any increase in the carpet area of the Premises beyond 3% the Developers shall demand additional amount from the Purchaser as per the next installment of the consideration as per clause 1(A) above. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 1(A) of this Agreement.

1(E) The Purchaser does hereby irrevocably authorize the Developers to adjust/appropriate all the payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Developers may in their sole and absolute discretion deem fit. The Purchaser agrees and undertakes not to object obstruct question or challenge the Developers adjustments/appropriations of his payments in any manner and under any circumstances whatsoever

2 The Developers shall construct a new residential building consisting of stilt and six upper habitable floors (hereinafter referred to as the `**Building**') on the Plot. The stilt floor shall consist of stack car parking spaces. The Building shall be constructed on the Plot in accordance with the building plans and designs approved by the concerned local authority and the specifications drawn by the Developers which have been seen and approved by the Purchaser. The Developers are entitled to make such variations alterations and modifications to such sanctioned building plans from time to time as the Developers may deem fit or as may be required by the concerned local authority. The Developers shall obtain the prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law. The list of the amenities and specifications including the fixtures and fittings flooring sanitary fittings amenities in the Premises including the lifts to be provided by the Developers in the Building of the Premises are setout in the Third Schedule hereunder written.

3 The Developers shall observe perform and comply with all the terms conditions stipulations and restrictions if any subject to which the concerned local authorities have sanctioned the plans or thereafter and shall before handingover possession of

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the Premises to the Purchaser obtain from the concerned local authority the Occupation Certificates in respect of the Premises.

4 The Purchaser hereby expressly agrees confirms and declares as follows:

- (i) The Developers hereby declare that they shall utilize the following presently available development potential in respect of the Plot:
 - (i) originating Floor Space Index (FSI) of 621.20 sq mts;
 - (ii) FSI credit by way of external TDR of 310.60 sq mts;
 - (iii) FSI procured by payment of premium of 310.60 sq mts;
 - (iv) Fungible FSI of 434.84 sq mts; and
 - (v) FSI by payment of premium for staircase lift landings lobbies of 394.74 sq mts; and

Out of the aforesaid, the FSI/development potential to the extent of 1677.24 sq mts shall be utilized in the construction of the Building on the Plot. The balance FSI/development potential to the extent of 6.25 sq mts has remained unutilized. Such balance unutilized FSI/development potential alongwith other further future additional FSI/development potential in respect of the Plot shall be utilized by the Developers in the construction of vertical extension/s or horizontal annexe/s to the Building on the Plot;

- (ii) The Developers will be entitled to the available/unutilized originating/basic FSI the FSI Credit by way of TDR, the Compensatory fungible FSI or TDR by payment of premium and all other advantages benefits profits privileges and development potential which is now available in respect of the Plot and which may be granted as a result of any special concessions that may be granted by the MCGM and/or State of Maharashtra or otherwise howsoever. Any other/further/future/additional FSI TDR and other development potential that may be granted by the Society to the Developers;
- (iii) Such additional further or future FSI/TDR or other benefits etc if any coming to the share of the Developers as aforesaid will be used utilized and consumed by the Developers for the purposes of construction of additional flats. Hence the Developers or their successors-in-title assignees or nominees are hereby authorized and will be entitled to enter upon the Plot and the Building and construct vertical extension or horizontal annexed columns beams pillars and other external supports and members to the Building and that the Purchaser will not raise any objection thereto;
- (iv) The Purchaser hereby expressly agrees that all necessary facilities assistance and co-operation will be rendered by the Purchaser to the Developers to enable the Developers to make additions alterations and/or to raise additional floor or floors or structures in accordance with the amended or modified plan sanctioned by the MCGM.

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- (v) The Purchaser alongwith the purchasers of the other flats tenements premises etc in the Building will be entitled to use the overhead terrace common passages water tanks pump room open areas lifts staircases more particularly setout in the Fourth Schedule hereunder written (hereinafter referred to as the **`Common Areas'**). The elevation features/flower beds appurtenant or adjoining to the premises flats or tenements shall be exclusively used occupied and enjoyed by the Purchasers thereof. Hence it is clarified that the Purchaser alone shall be entitled to exclusively and absolutely use and enjoy the elevation features/flower beds that are adjacent and appurtenant to the Premises and the Society, its present members and others claiming through them or any of them shall not raise any objection or create any kind of obstruction in that behalf
- (vi) The parapets or external walls blank walls and other walls, amenity open spaces, gardens, the various parking spaces, or stilt portions of the Building and/or the Plot are more particularly setout in the Fifth Schedule hereunder written (hereinafter referred to as the **`Restricted Areas'**). Unless and until the Developers expressly sell assign transfer or in any manner grant the rights to use utilize or occupy the Restricted Areas or any part or portion thereof, the Developers will be deemed to be in the possession of the same. Further the Developers their agents servants licensees transferees or assigns will always be entitled and authorized to have the uninterrupted access thereto. The Purchaser does hereby agree and undertake not to in any manner whatsoever obstruct hinder hamper or object to the Developers or their agents servants licensees transferees or assigns being in the exclusive use occupation enjoyment and possession of the Restricted Areas or any part or portion thereof;
- (vii) It is expressly agreed that the Developers or their agents assigns transferees shall be entitled to use occupy enjoy and/or permit any third party or person or persons to commercially or otherwise use occupy and enjoy the Restricted Areas and other portions of the Plot or the Building. **PROVIDED HOWEVER** the Developers or their agents assigns or transferees will not be entitled to pay to the Purchaser or the Society, any amount, fee, compensation by whatever terminology called for the use or utilization of the Restricted Areas or any of the aforesaid rights hereby retained and reserved by the Developers (save and except the statutory dues duties or taxes in respect thereof, if any);

The Purchaser has clearly understood the implications of the above provisions. The aforesaid conditions are the essence of the contract and only upon the Purchaser agreeing to the said conditions, the Developers have agreed to sell the Premises to the Purchaser. The Purchaser shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Developers or claim any reduction in price of the Premises on such or other grounds like damage hardship nuisance disturbance inconvenience or any other grounds whatsoever including obstruction of air light or otherwise in respect of the Premises or any portion of the Plot.

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- 5 The Purchaser will not hinder hamper or in any manner object to the use enjoyment possession sale letting leasing or further development of the Plot by construction of the Building or the vertical extension or horizontal annexe thereto and/or the Restricted Area or any of the respective parts or portions thereof under any circumstances whatsoever. At their sole- discretion the Developers may commence or postpone construction of the Building or such additional flats premises tenements etc as they may deem fit. The Developers are entitled to sell allot or dispose of or grant the rights to the exclusive and independent use enjoyment and possession of the flats tenements premises etc in the Building.
- 6 It is further expressly agreed and understood by and between the parties hereto that nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law of the Plot or any part thereof or the Building thereon or any part thereof including the Restricted Areas. It is expressly agreed and understood by and between the parties hereto that save and except the Premises, the Purchaser shall have no claim of any nature whatsoever to any other portion of the Plot or the Building including the Common Areas the Restricted Areas or any part thereof. All unutilized FSI or additional FSI or TDR or any other benefit privilege advantage or development potential presently available in respect of the Plot will vest and belong to the Developers and that which may become available in respect of the Plot shall be available with the Society and the Developers as aforesaid.
- 7 Save and except the Members Premises as hereinabove recited as per the Development Agreement dated 15th December 2014 (as hereinbefore recited) the Developers will sell all other flats tenements premises and allot the stilt/stack parking spaces in the Building on ownership basis with a view ultimately that at the absolute and discretion of the Developers, the Purchaser and other purchasers of such other flats tenements etc as aforesaid shall be admitted as the members of the Society. The Members Premises including their respective car parking spaces will be allotted to the present members of the Society.
- 8 The Purchaser shall be entitled to join the purchasers of the other flats tenements premises in the Building to be admitted as the members of the Society on the terms and conditions herein contained and subject to the bye laws of the Society only after all the payments in terms of this Agreement are fully paid by the Purchaser to the Developers. The Purchaser will sign and execute application for membership and other papers and documents and do all other acts deeds matters and things as may be directed by the Developers for being admitted as members of the Society.
- 9 As per the provisions of the Development Agreement dated 15th December 2014, executed between the Society and Developers, the Purchaser shall be admitted to the Society as an ordinary member upon payment of a sum of Rs 500/- for the share money and Rs 100/-. The Developers shall payover the same to the Society. The Purchaser will not be discriminated or treated prejudicially in any manner whatsoever by the Society. Upon payment and contribution such amounts to the

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sinking and other funds of the Society the Purchaser will be on par with the present members of the Society.

- 10 The Purchaser agrees that if the Society desires, the bye-laws of the Society may be suitably amended to contain the covenants and provisions as stated in Clause 4 hereof alongwith the following appropriate covenants on the part of the Purchaser and/or the Society as follows:
- a covenant to maintain lookafter upkeep in good condition and order and repair alter and renovate the Common Areas and/or Restricted Areas or any part thereof;
 - b covenant to pay the proportionate rents rates and taxes as also other costs charges expenses outgoings maintenance charges and repairs of the Plot and the Building including the Common Areas and Restricted Areas thereof;
 - c covenant to restore at their own costs charges and expenses to its original condition the Common Areas or any part thereof after digging opening or using the same and to give appropriate prior written notice to the parties affected thereby;
 - d covenant to keep open to sky and unbuilt upon as may be required the Common Areas and/or Restricted Areas and other amenities or any part thereof;
 - e covenant retaining with the Society/Developers the rights to use utilize and consume all advantages benefits privileges profits and development potential including unutilized FSI or available FSI or FSI credit by way of Transferable Development Rights in respect of the Plot or any part thereof.
- 11 The Developers will always be entitled to and are hereby expressly unconditionally and irrevocably authorized to exercise a first lien and charge on the Premises in respect of any amount and/or interest thereon remaining unpaid by the Purchaser under the terms and conditions of this Agreement. The Purchaser does hereby agree and undertake that he will not sell dispose of or otherwise deal with the Premises or in any manner part with possession thereof during the subsistence of such a charge/mortgage of the Developers and until due and full payment of the consideration hereunder setout.
- 12 Subject to the Purchaser making full payment of the consideration in respect of the Premises and all other amounts hereunder payable by him to the Developers they the Developers shall handover possession of the Premises to the Purchaser on or before December 2018. In case the Developers are unable to give possession of the Premises by the aforesaid date to the Purchaser and in case the Purchaser does not intend to cancel this Agreement and does not intend to withdraw the Developers shall pay to the Purchaser the interest at such rates as per Rule 18/Chapter IV of the Rules on the amounts received by them in respect of the Premises. Provided Further that the Developers shall be entitled to reasonable extension of time for

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giving delivery of the Premises on the aforesaid date in case if the completion of the Building is delayed on account of

- i Non-availability of steel cement and other building material water or electricity;
- ii War civil commotion or act of God;
- iii Any notice or notification bylaw, enactment of the government and/or other public or competent authority statute rules or regulations issued in that behalf;
- iv Any order decree judgment of any judicial quasi judicial or executive body or authority restraining the redevelopment of the Building at the instance application of the Society or any of its members or otherwise howsoever;

and

- v Any other circumstances which cannot be presently envisaged and due to which the Developers are unable to proceed with redevelopment of the Property inspite of their best and earnest efforts in that behalf.

13 Subject to the Developers having procured the Occupation Certificate from the appropriate authority and subject to the Purchaser having paid all the amounts hereunder (with/without interest as the case maybe), the Purchaser shall take possession of the Premises within three (3) months of the Developers giving written notice to the Purchaser intimating that the Premises is ready for use and occupation. Upon receiving a written intimation from the Developers as aforesaid, the Purchaser shall take possession of the Premises from the Developers by executing all necessary indemnities, undertakings and such other documentation as maybe prescribed. After the expiry of such period of three (3) months, irrespective whether the Purchaser takes possession of the Premises or not he will be liable to bear and pay all the amounts as herein setout. The Developers agree and undertake to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developers. The Developers on its behalf shall offer the possession of the Premises to the Purchaser within seven (7) days of receiving the Occupation Certificate in respect thereof.

14 If the Purchaser brings to the notice of the Developers any material structural defect in the Premises or in the Building or any defect on account of workmanship, quality or provision of service within a period of five (5) years from the date of possession of the Premises being handedover, then wherever possible such defects shall be rectified by the Developers at their own cost. In case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developers the compensation for such defect in the manner as provided under the Act. Provided that the Purchaser shall be entitled to defect rectification only if he has not carried out any structural or other unauthorized changes in the Premises and/or the Building.

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- The Purchaser has satisfied himself about the title of the Developers to the Plot and shall not make any further investigation of title and no requisition or objection shall be raised on any manner relating thereto.
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- The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose of residence or for such other purpose that may be permitted by the concerned local authority. The Purchaser shall not use the Premises for any other purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring premises or for any illegal or immoral purposes. The Purchaser shall use the parking space(s) if any allotted to him only for purpose of parking his own vehicles. Save and except the Purchaser no other person shall be entitled to use or occupy such parking space(s) .
- 17
- In case the Purchaser gives the Premises on leave and license basis or on any other basis and if on that account the local authority or any other authority charges the municipal or other taxes at an increased rate the Purchaser hereby agrees to pay such increased municipal taxes in respect of the Premises without raising any dispute or objection in that behalf. In case the Purchaser fails delays opposes or objects to pay such increased municipal taxes or any other payments or outgoings then the Purchaser alone shall be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment, and the Purchaser will indemnify and keep indemnified saved defended and harmless the Developers in that behalf.
- 18
- Of and from the date of possession of the Premises being offered to be handed over by the Developers to the Purchaser, the Purchaser will be bound and liable to bear pay to the Society, the proportionate local taxes betterment charges water charges insurance premium (including any increases therein) charges for common lights repairs running and maintain of common passenger lifts water pumps car lifts salaries of clerks bill collectors watchman sweepers other employees personnel and such other taxes charges cesses dues and duties as may be levied by the concerned local authority and/or government in respect of the Plot the Building and the Premises and all other expenses necessary of and incidental to the management and maintenance of the same. The same shall be in the proportion that the area of the Premises bears to total area of the Building. It is clarified that the Developers shall not be involved concerned or held responsible for the recovery or payment of the aforesaid taxes charges etc and the same shall be paid by the Purchaser and recovered by the Society from him.
- 19
- It is specifically and clearly agreed between the Developers and the Purchaser that the Purchaser shall be liable to pay the maintenance, charges property tax and other outgoings in respect of the Premises agreed to be purchased by him from the date of the Developers offer/intimate the Purchaser to take possession of the Premises. It is clearly agreed and understood by the Purchaser that irrespective whether the Purchaser takes/accepts the actual possession of the Premises or not he shall be liable to pay the proportionate charges outgoings and property taxes etc

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in respect of the Premises from the date of the Developers' intimation/offer of possession.

- 20 The Purchaser does hereby expressly agree that the current charges of service tax are as per the rate applicable at the time of execution hereof and the Purchaser further specifically agrees that any increase in the rate of service tax charges or any other levy/tax introduced by the local authority / State Government/Central Government at the time of possession or at any time prior thereto or any time after the possession at any rate will be borne and paid by the Purchaser alone without making the Developers liable/responsible for the same in any manner whatsoever.
- 21 As per the provisions of the Development Agreement dated 15th December 2014, upon the Society admitting the Purchaser and purchaser of other premises in the Building (other than the Members Premises) the Developers will handover possession of the Building to the Society including all the Common Areas thereof. Thereafter the Society alone shall be bound and liable for the maintenance upkeep safety and security of the Building. Thereafter the Society alone will be bound and liable to bear and pay all the taxes dues duties expenses costs charges in respect of the Building. The Developers shall not be liable in that behalf and the Society shall indemnify the Developers in that behalf. In case of any premises/ car parking spaces in the Building remaining unsold/ unallotted on the date of handingover possession of the Building to the Organisation, then such unsold/unallotted premises/ car parking spaces shall continue to vest and belong to the Developers. The Developers will be entitled to sell and allot the same to such person/s for such consideration and on the terms and conditions as the Developers may deem fit and proper without payment of any transfer charges or premia or any or any other payment to the Organisation.
- 22 The Developers shall not be liable to bear or pay any amount by way of contribution outgoings deposits transfer fees non occupancy charges donation premium or otherwise howsoever to the Society in respect of any unsold/un-allotted flats or parking spaces in the Building. Save and except the rents rates taxes cess and assessments payable to the MCGM and other Government, local or public or private bodies and authorities in respect thereof the Developers shall not pay any amount in that behalf. If the Developers are liable to pay or have paid the same in respect of the flats tenements premises and/or parking spaces which are not allotted, sold and disposed off then they alone would be entitled to apply for and obtain reduction in and/or the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the un-allotted/unsold flats tenements premises and parking spaces. If any refund of any such taxes, cesses, assessments or other levies made by the MCGM or any other Government, local or public body or authority is received by the Society in respect of such unsold or un-allotted flats tenements and/or parking spaces, then the Society will forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to Developers, whether Developers have demanded the same or not.

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- 23 The amount by way of taxes dues duties premium or security deposits or any other charges dues or duties payable to the MCGM or any other government or semi-government or local authority or bodies on the construction and/or sale of the Premises or otherwise directly or indirectly relating to this Agreement shall be borne and paid by the Purchaser alone and that the Developers shall not be liable or responsible in that behalf under any circumstances whatsoever and that the Purchaser will indemnify the Developers in that behalf. Any such amount paid by the Developers before handing over possession of the Premises shall be duly and fully reimbursed by the Purchaser to the Developers in proportion to the area of the Premises and in determining such amount the decision of the Developers shall be final conclusive and binding upon the Purchaser.
- 24 The Purchaser does hereby expressly unconditionally and irrevocably agree and undertake to bear pay or reimburse to the Developers the amounts of Service Tax/VAT/Goods and Service Tax (GST) as may be applicable and all such and any other statutory taxes dues duties or payments which may be levied by Central Government State Government or local authorities or any other statutory authority (including payments for interest penalty or the like in respect of such taxes etc) payable directly indirectly or remotely in the present or in future on the sale construction or development of the Premises or any amenities facilities services relating thereto. Such payments reimbursements shall be made by the Purchaser to the Developers proportionately alongwith payments/installments of consideration under clause 1(A) hereof or within fifteen (15) days from the date of the intimation by the Developers in that behalf or as the Developers may require. In case of any deficit amount payable by the Purchaser to the Developers for and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Purchaser to the Developers before accepting possession of the Premises. The Purchaser does hereby further agree and undertake to indemnify and keep the Developers indemnified saved defended and harmless of from and against any cost charge or expense incurred or any risk harm or prejudice suffered or any suit action or proceeding instituted in respect of or arising out of or due to the non payment of such Service Tax/VAT/GST or other statutory liabilities or payments whatsoever. Upon the request and direction of Developers the Purchaser does hereby further agree and undertake to provide and handover to the Developers the bankers cheque post dated cheques or any like instrument bonds or written undertakings in respect of the amounts payable for the aforesaid purposes. In the event or in case of default by the Purchaser in the payment of Service Tax/VAT/GST or any such other or further statutory payments liabilities or the like relating the construction development sales marketing etc of the Premises then: (a) the same will be payable alongwith interest as herein elsewhere stated and (b) the Developers will be entitled to a first charge and lien on the Premises to the extent of such outstanding statutory taxes/dues.
- 25 As per the provisions of sec 194-IA of the Income Tax Act 1961, the Purchaser will be bound and liable to deduct a sum of 1% (one percentum only)(or such percentum as may be fixed by the Income tax authorities from time to time) out of

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the consideration under clause 1(A) hereof as and by way of Tax Deducted at Source. The TDS should be deducted and deposited as aforesaid, simultaneously upon the payment of the consideration and each installment thereof. The tax so deducted should be deposited with the Income Tax Department - within seven (7) days from the end of the month in which such tax is deducted by the Purchaser as aforesaid. Within thirty (30) days of such deduction, the Purchaser will be bound to provide to the Developers the authenticated copies of the challan of payment of such tax his TAN Card/communication. In the event of the Purchaser's failure to deduct and pay the tax as aforesaid, then the Purchaser alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Purchaser will indemnify and keep indemnified saved defended and harmless the Developers in that behalf. The Developers will be at liberty to adjust/appropriate take benefit of the amount of tax so deducted and paid out of its total tax liability under the Income Tax Act 1961. The Purchaser does hereby irrevocably and unconditionally agree and undertake to execute and sign all deeds documents forms etc as may be required by the Developers to claim the benefits of the TDS or otherwise.

- 26 It is further agreed that the Developers will have full and absolute right authority and power to use utilize such amount or amounts in the manner they may deem fit and the Purchaser shall have no right to such amount or the account thereof. The Purchaser will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against the expenses municipal taxes and outgoings or any increase therein.
- 27 It is expressly agreed by and between the parties hereto that before commencement of any work of additions alterations amendments renovations or otherwise in the Premises, the Purchaser will seek the express prior written permission of the Developers in that behalf. The Purchaser will provide to the Developers the detailed plans and specifications of the proposed additions alterations amendments and renovations in the Premises to enable the Developers to take a considered view of the matter. In case the Developers are satisfied with the proposed additions alterations amendments and renovations then they shall grant their permission on such terms and conditions as they may deem fit and allow the Purchaser to the same.
- 28 With the intention to bind the Purchaser himself and his successors in title who may from time to time be entitled to the benefit under this Agreement the Purchaser hereby covenants with the Developers as follows:-
- a To maintain the Premises at the Purchaser's own cost in good and tenantable repair and condition from the date on which possession of the Premises is taken and will not do or suffer to be done anything in or to the Premises on any other part thereof or the Building or any part thereof including but not limited to the Common Areas which may be against the rules regulations or bye-laws of the concerned local or any other authority or change or alter or

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make any addition alteration or modification in the Premises or any other part thereof or the Building or any part thereof;

- b to manage maintain lookafter keep neat clean tidy and in good repair and condition the niches architectural/elevation features etc which are attached and appurtenant to the Premises. The purchasers of the other premises etc in the Building shall have no right of access use enjoyment or occupation of such areas appurtenant attached to the Premises and the same shall solely exclusively remain in the use and enjoyment of the Purchaser alone;
- c Not to store in the Premises any goods which may be of hazardous combustible or dangerous nature or which may be so heavy as to damage the construction or structure of the Building or otherwise objectionable to the concerned local or other authority. In case any damage is caused to the Building or the Premises on account of negligence or default of the Purchaser in this behalf, then the Purchaser alone shall be liable and responsible for the consequences of the breach/negligence/default;
- d Not to carry or cause to be carried any heavy package which may damage or is likely to damage the staircase common passages or any other structures of the Building including its entrance;
- e Not to carry out any addition alteration or modification to the Premises or any part or portion thereof without the prior written permission of the Developers or the Society;
- f Not to demolish or cause to be demolished the Premises or any part thereof;
- g Not to make or do any addition or alteration or modification of whatsoever nature in or to the Premises the grills of windows lift landings and outside staircases and other portions of the Common Areas and Restricted Areas including the Refuge Areas which may in any manner change alter harm deface or spoil prejudicially affect the symmetry elevation get up colour scheme facade or exterior design or colour scheme of the Building or any part thereof;
- h Not to keep or place pots and other receptacles with or without plants or foliage on the edges parapets or any other outer portion of the Premises;
- i Not to enclose the balconies terraces passages or other portions of the Common Areas or any other portions of the Building;
- j Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the Premises or any part thereof;

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- k The window air conditioners or split unit air conditioners should be appropriately installed in the Premises;
- l To keep the portion sewers drains pipes of the Premises and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Building;
- m Not to chisel or in any other manner damage the columns beams walls slabs or RCC structures or other parts of the Premises without the prior written permission of the Developers and/or the Society;
- n Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building or any part thereof or whereby any increased premium shall become payable in respect of such insurances;
- o Not to place or keep any garbage cans waste paper baskets in the common passage staircases landing or lobbies of the Building;
- p Not to carry or cause to be carried or moved any garbage cans in the lifts of the Building;
- q Not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot or the Building;
- r to maintain manage lookafter repair and keep in good order and condition the Common Areas passages compounds and other common areas facilities and amenities with the electrical light drains pipes sewers and all other installations and connection hereto;
- s to bear and pay the proportionate costs charges and expenses for repairing and maintaining the common properties and amenities as also the proportionate rents rates taxes and all other outgoings including any increases therein payable to the municipal authorities the State Government or any other local or public authority in respect of the Plot including the Common Areas and other properties and amenities therein. Such proportionate costs charges expenses and rent rates taxes and outgoings will be paid initially to the Developers and thereafter, to the Society;
- t to fully and properly restore at his entire costs charges and expenses the Common Area and amenities or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced a

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reasonable prior notice in writing shall be given to the parties affected thereby including the Developers and/or the Society (as the case may be);

- u Without prejudice to the consequences or liability that may arise in that event the Purchaser will bear and pay all increases in local taxes water charges insurances and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the Premises by the Purchaser;
- v Not to let sub-let sell dispose of gift mortgage or otherwise transfer assign license or part with the possession of the Premises or the Purchaser's interest or benefit under this Agreement until: (i) all the consideration/amounts/VAT Service Tax/premia dues payable by the Purchaser to the Developers under this Agreement are fully paid-up (ii) the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and (iii) the Purchaser has obtained the prior permission to that effect in writing from the Developers (iv) the Purchaser has duly paid to the Developers the transfer charges/premium and other payments/charges as may be stipulated by the Developers. In case the Premises are given by the Purchaser on Leave and License/Caretaker or temporarily basis then the Purchaser will procure the prior written permission of the local police station;
- w To observe and perform all the stipulations rules and regulations which the Society may adopt at its inception and the additions alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building the Common Areas amenities and facilities and the flats tenements and other premises therein or otherwise;
- x To observe and perform the existing building rules regulations and bye-laws of the concerned local authority and of government and other public bodies;
- y Until the affairs of the Plot with the Building thereon is handedover by the Developers unto the Society the Purchaser shall permit the Developers and their architect and surveyors and agents with or without workmen at all reasonable times to enter into and upon the Premises to view and examine the state and condition thereof.
- z To observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises in the Building and also pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided.

29 Irrespective of any dispute arising/arisen between the Developers and the Purchaser and/or Society the Purchaser agrees and undertakes to pay to the Developers all the amounts hereunder payable, punctually and diligently without

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any delay demur or objection and that no payment shall be held by the Purchaser for any reason whatsoever.

- 30
- If any delay is committed by the Purchaser in making payment of any amount under this Agreement or otherwise without prejudice to his other obligations and liabilities that may arise in that event the Purchaser will be liable to pay and does hereby irrevocably agree and undertake to pay to the Developers, the amount payable alongwith interest thereon calculated from the due date of such amount till the date of its payment. The rate of interest shall be calculated as per the provisions of Rule 18/Chapter IV of the Rules. The Developers will have a first lien and charge on the Premises agreed to be purchased by the Purchaser in respect of any outstanding amount remaining unpaid. The charge and lien on the Premises will be effected if the default continues for a period of over thirty (30) days after notice being served upon the Purchaser, along with the accrued interest thereon.
- 31
- Without prejudice to other rights of the Developers, on the Purchaser committing any three (3) defaults in payment of any amount alongwith the interest accrued thereon, remaining due and payable by the Purchaser to the Developers or the Society under this Agreement (including proportionate share of taxes and/or increases levied by the concerned local authority maintenance charges and any other outgoings) or a breach of any of the terms and conditions herein contained, the Developers shall be entitled at their sole option to unilaterally terminate cancel and revoke this Agreement. Provided that the Developers shall give a prior notice of fifteen (15) days in writing to the Purchaser by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser of their intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period. Thus the Developers shall be entitled to terminate this Agreement. The termination of this Agreement by the Developers will be binding on the Purchaser and the Purchaser will not raise any objection in that behalf in any manner whatsoever. Upon termination of this Agreement by the Developers:
- (a)
- the Developers will be entitled and authorized to unilaterally forfeit all the amounts till then paid by the Purchaser to the Developers as and by way of mutually agreed and quantified liquidated damages;
- (b)
- the amount so forfeited by the Developers will be appropriated by the Developers as they may deem fit;
- (c)
- the Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the Premises and the Developers will be authorized to enter upon and resume the possession of the Premises;

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- (d) the Developers will be entitled and authorized to sell the Premises to any other person or persons for such consideration and upon such terms and conditions as they may deem fit and proper and the Purchaser will not object and question the same;

And

- (e) the Purchaser shall have no right to claim any repayment of the earnest money deposit upon termination and cancellation of this foregoing Agreement. The Developers shall not be liable to pay to the Purchaser any interest on the amounts or any accretion so refunded or any other amounts/payments whatsoever. Provided however the power of unilateral termination as hereinabove contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser a fifteen days prior notice in writing of their intention to so terminate this Agreement mentioning therein the specific default or breach on which such notice may have been found.

32 The stamp duty registration charges legal charges and all other costs of incidental to the foregoing agreement shall be duly and fully borne and paid by the Purchaser alone.

33 Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance of or giving of time to the Purchaser by the Developers shall not be construed as a waiver 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 nor shall the same in any manner prejudice the rights of the Developers.

34 The original hereof shall remain with the Purchaser. The Purchaser shall present this agreement at the appropriate sub-registry for registration thereof and the Developers will attend such sub-registry and admit execution thereof upon an advance intimation for the purpose being received from the Purchaser in writing.

35 The Developers hereby represent and warrant to the Purchaser as follows:

- i The Developers have clear and marketable title to the Plot. The Developers are entitled to develop the same. The Title Certificate in that behalf is annexed hereto as Annexure `5'. The Developers are in actual physical and legal license/possession of the Plot for the redevelopment thereof;
- ii The Developers have lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Plot and shall obtain requisite approvals from time to time to complete the redevelopment thereof;
- iii There are no encumbrances on the Plot except those disclosed hereinabove;

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- iv There is no litigation pending before any Court of law with respect to the Plot except those disclosed hereinabove;
 - v All approvals, licenses and permits issued by the competent authorities with respect to the construction of the Building on the Plot 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 Plot and the Building shall be obtained by following due process of law. The Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Plot and the Building to be constructed thereon;
 - vi The Developers have the right to enter into this Agreement and have 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;
 - vii 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 Plot/ Building and/or the Premises which will in any manner affect the rights of the Purchaser under this Agreement;
 - viii The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement;
 - ix The Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charge sand taxes and other monies, levies, impositions premiums damages and/or penalties and other outgoings whatsoever payable with respect to the Plot/redevelopment thereof to the competent Authorities;
 - x 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 Plot has been received or served upon the Developers in respect thereof except those disclosed hereinabove.
- 36 The Purchaser represents and warrants to the Developers as follows:
- (i) the Purchaser has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement;
 - (ii) if the Purchaser is an incorporated entity, it is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or Society, and that it has full power and authority to enter into, execute, deliver and perform this Agreement and that the execution, delivery and performance by the Purchaser of this Agreement has been duly authorised by all necessary corporate or other action of the Purchaser; and

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(iii) this Agreement is validly executed and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

- 37 The Purchaser hereby grants his express consent to the Developers to raise any loan or any other financial facility against the Developers Premises as setout in the Agreement. This consent is on the express understanding that such liability shall be cleared by the Developers at their own expenses prior to the transfer of the Plot or any other portion thereof as is hereinabove stated.
- 38 All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by or under certificate of posting at his address specified hereinabove.
- 39 The forwarding of this Agreement to the Purchaser by the Developers does not create a binding obligation on the part of the Developers or the Purchaser until, firstly the Purchaser signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in clause 1(A) above within thirty (30) 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 Developers. If the Purchaser fails to execute and deliver to the Developers this Agreement within thirty (30) 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 Developers then the Developers shall serve a prior written notice to the Purchaser for rectifying the default which if not rectified within fifteen (15) days from the date of its receipt by the Purchaser then the 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 by the Developers to the Purchaser without any interest or compensation whatsoever.
- 40 This Agreement alongwith 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 apartment/plot/building as the case may be.
- 41 This Agreement may only be amended through written consent of the Parties.
- 42 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 Premises shall equally be applicable to and enforceable against any subsequent purchasers being the nominees/assignees of the Purchaser or the Purchaser's heirs/executors/assigns/successors in title as the obligations go alongwith the Premises for all intents and purposes.

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- 43 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 confirm 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.
- 44 In this Agreement wherever it is stipulated that the Purchaser is liable to make any payments in common with other purchasers/allottees of the other flats/tenements in the Building, then such payments shall be in the proportion that the carpet area of the Premises bears to the total carpet area of all the flats/tenements/premises in the Building.
- 45 Both the parties agrees 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.
- 46 The execution of this Agreement shall be completed only upon its execution by the Developers through their partner/authorized signatory at the Developers' Office, or at some other place which may be mutually agreed between the Developers and the Purchaser. The Purchaser and/or Developers shall present this Agreement at the office of the Competent Sub Registrar within the time limit prescribed by the Registration Act 1908 and the parties hereto will attend such office and admit execution thereof.
- 47 Any dispute between the parties hereto relating to the Premises or the Building shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016 Rules and Regulations thereunder.
- 48 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction for this Agreement.
- 49 For better and more convenient use and enjoyment of the Premises and at the request and direction of the Purchaser the Developers do hereby allot to the Purchaser, ___ reserved stilt/podium/stack car parking in the Building. The reserved stilt/podium/stack car parking space(s) will be deemed to form a part and parcel of the Premises and the provisions hereof will apply mutatis mutandi to such parking space(s).

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- 50 The Premises forms an integral part of the Building and the Purchaser shall have no right to partition the same from rest of the Building.
- 51 All the notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by or under certificate of posting at his address specified hereinabove.
- 52 This agreement shall be subject to the provisions of the Act, the Rules and the Maharashtra Ownership Flats (Regulation of the Promotion and Construction Sale Management and Transfer) Act, 1963. In the event of any of the provisions of this Agreement being contradictory or inconsistent with those of the Act then the provisions of the Act and the Rules shall override such contradictory or inconsistent provisions hereof.
- 53 The name of the Building shall always be "**Shivam Heights**".

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Plot)

ALL THAT piece or parcel of plot of land situate at Sion Trombay Road Chembur Mumbai 400 071 within the limits of Greater Mumbai in the revenue village of Chembur taluka Chembur in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing CTS No. 454/18 admeasuring 621.20 sq.mts and bounded as follows, that is to say On or towards the North by land bearing CTS No 454/15 On or towards the South by Road On or towards the East by land bearing CTS No. 454/19 On or towards the West by Road.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

(Description of the Premises)

ALL THAT flat no.____ admeasuring about _____ sq mts i.e _____ sq ft (carpet area) on the ____ floor of the Building to be known as '**Shivam Heights**' on the Plot described in the First Schedule hereinabove stated.

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THE THIRD SCHEDULE HEREINABOVE REFERRED TO :

(List of Amenities and Specifications)

Building	Earthquake resistant RCC frame structure as per RCC Consultant’s Design. Stilt & Compound parking as per MCGM Rules. Municipal Water & not tanker water for construction work.
Floor Height	Clear height of 9’6” (from tile flooring to plastered ceiling)
Walls	External dead walls to be of 230 mm thick brick. Small projection to External dead wall. 150 mm thick brick external wall. 115 mm thick Internal brick walls. Inside walls and ceiling with cement mortar plaster with POP finish and painted with Acrylic plastic finish paint. External plaster: Sandfaced (double coat) with waterproofing compound.
Staircase	RCC staircases with Kota finish on Treads with nosing and groove and Risers.
Flooring	Living Room, Bed Room, Passage & Kitchen: Vitrified tile 2’ x 2’ size (Johnson / Kajaria / Euro). Skirting 4” high. Anti-skid tiles flooring in Bathrooms.
Door Frames	Main Door: Teakwood frame 5” x 2 ½” size. Flush door 35 mm thick with Veneer finish on front side, Laminate finish on backside with night latch, Safety chain, door catcher, peephole, brass hinges & fittings. Bed Room & Kitchen: Teakwood frame 4” x 2 1/2” size. Flush doors with both sides laminated with good quality fittings.
Windows	Double marble frame on all four sides. Anodized aluminium windows (Jindal) in 3/4” series with additional track for mosquito jali shutter. Glass- Mody. Uniform design M.S. grills as per Architect’s design.
Water Tank	RCC underground and overhead water storage tanks of required capacity as per MCGM norms. Borewell connection shall be provided if usable water found within the premises. Submersible pump with stand-by for underground tank. Automatic pumping system. Rainwater harvesting arrangement.
Toilet	Anti-skid tiles flooring. Designer coloured glazed/ceramic tiles dado upto full height in all toilets/bathrooms shall be provided. Exhaust fan to be provided in toilets and bathrooms.
Kitchen	Black granite platform – L shape. Stainless steel sink with drain board (NIRALI). Full height glazed tiles dado above platform level as also inside walls of platform. Exhaust fan shall be provided.

Developers	Purchasers
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Electric	<p>Concealed copper ISI mark wiring (Finolex/Polycab) with modular switches of Anchor/Roma make.</p> <p>M.C.B. and E.L.C.B. provision in each flat.</p> <p>Adequate provision of electrical points shall be provided in all rooms.</p> <p>All bedrooms shall be provided with AC points.</p> <p>Cable TV/Internet points in all rooms.</p> <p>Telephone points in all rooms.</p> <p>Intercom & CCTV facility.</p> <p>Precision ISI conduits</p>
Plumbing	<p>Concealed G.I. plumbing of ‘C’ grade with branded fittings & sanitary-ware. Hot & cold water mixer for shower areas. Pillar cock for basins.</p> <p>All plumbing fittings of Jaguar Classic series.</p>
Painting	<p>External: Acrylic paint.</p> <p>Internal: Acrylic Plastic Emulsion paint.</p>
Waterproofing	<p>Terrace waterproofing with brickbat coba & China mosaic chips.</p> <p>Work to be carried out by specialized waterproofing agency with Minimum 10 years guarantee period.</p>
Common	<ol style="list-style-type: none">1. Min. of two elevators (6 passenger capacity) OTIS make with stainless steel frames, doors and inside body.2. Fire fighting system as per MCGM norms.3. Adequate lights in staircase.4. Chequered tiles/paver blocks (interlocking) in entire compound.5. Well decorated Entrance Lobby finished with Security Desk.6. Modern elegant elevation.7. High plinth level above main road.8. Decorative Compound wall with light fittings & elegant main gates.9. Society office10. Pest Control/Termite Control treatment during construction stages.11. Electrical points in terrace & refuge area.12. Lightning arrestor.

Developers	Purchasers
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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO :
(Description of Common Areas)

- 1 Overhead Terrace.
- 2 Common passages.
- 3 Water tanks
- 4 Pump room
- 5 Compounds
- 6 Staircase
- 7 Lifts
- 8 Lift Room

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO :
(Description of Restricted Areas)

- 1 Pocket terraces/ Balconies
- 2 Blank walls
- 3 Recreation Areas/Ground
- 4 Parking spaces open areas
- 5 Landing/Lobbies
- 6 Elevational features
- 7 Flower beds
- 8 Dry Balcones
- 9 Stilt Portions

Developers	Purchasers
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RECEIPT

RECEIVED of and from the Purchasers, a sum of Rs._____-/- vide Cheque, the details whereof is provided in the table hereunder, being the earnest money out of the total consideration in respect of the premises.

Sr. No.	Details of Cheque	Amount
1		
2		
3		
4		
5		
6		
Total		Rs._____-/-

WE SAY RECIEVED
For Sidhivinayak Constructions

(Mr. Sidharth Mahinder Aggarwal)
Partner
(Developers)

WITNESSES :

1 (_____) _____

2 (_____) _____

Developers	Purchasers
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