

**M/s. SHREENATHJI INFRACON BUILD PRIVATE LTD**

..... **The Promoter**

**AND**

**Mr. \_\_\_\_\_ and 2) Mrs.**

.....**The Purchasers/Allottees**

# **AGREEMENT FOR SALE**

## AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE is made and entered into at Mumbai, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025;  
*Between;*

**M/s. SHREENATHJI INFRACON BUILD PRIVATE LTD**, a Private Limited Company incorporated and registered under the Companies Act, 1956 and having its Corporate office at 210-211, Shah Arcade 3, Western Express Highway, Ranisati Road, Above Amkar Restaurant, Malad (East), Mumbai – 400 097, hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its Directors from time to time and time being in force, its successors in title, executors, administrators and permitted assigns) of the **ONE PART**;

*And;*

**1) \_\_\_\_\_ and 2) Mrs. \_\_\_\_\_**, both an adult, aged about \_\_\_\_\_ & \_\_\_\_\_ years respectively, having PAN as \_\_\_\_\_ & \_\_\_\_\_ respectively, both Indian Inhabitant, having address at \_\_\_\_\_ hereinafter referred to as "**The Purchasers/Allottees**" (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, successors and assigns) of the **OTHER PART**.

**WHEREAS;**

1. The **Natwar Co-Operative Housing Society Limited** (hereinafter referred to as the Said Society) vide Order & Certificate of Unilateral Deemed Conveyance issued u/s 11(3) and 11(4) of MOFA, 1963 r/w Rule 13(5)(C) of MOFA Rules, 1964 bearing no. DDR-4/Mum/DC/Natwar CHSL/1238/2018 dated 22<sup>nd</sup> June, 2018 r/w Corrigendum Order bearing No.DDR-4/Mum/DC/Natwar CHSL/1883/2022 dated 19<sup>th</sup> May, 2022 by The District Deputy Registrar, Co-operative Societies, Mumbai City (4) Competent Authority became the owner and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of land adms. 553.60 sq.mtr. or thereabouts bearing CTS No.232, 232/1 and 232/2 (Old CTS No.232, 231/1 to7) at Village Kanheri, Taluka Borivali, in the registration district and sub-district of Mumbai City & Mumbai Suburban, together with the building known as "Natwar Co-operative Housing Society Ltd." consisting of Ground plus 4 upper floors comprising of 21 premises, situate, lying and being at Dattapada Road, Opp. Welcome Hotel, Borivali (E), Mumbai-400 066 (for the sake of brevity hereinafter referred to as "**Said Property**") more particularly described in **Schedule I.**

2. Pursuant to the said orders /certificate of unilateral deem conveyances, a Deed of Conveyance dated 13<sup>th</sup> March, 2020 duly registered with the office

of sub-registrar of assurance bearing registration No. BRL-5/3208/2020 r/w supplementary Conveyance Deed dated 4<sup>th</sup> December, 2023 duly registered with the office of sub-registrar of assurance bearing registration No. BRL-5/20026/2023 came to be executed in respect of the said property in favour of the said society. A copy of the property Card is annexed hereto and mark as **Annexure “A”**.

3. Accordingly, the Society hence became the owner of the land admeasuring 553.60 sq.mtr. or thereabouts bearing CTS No.232, 232/1 and 232/2 (Old CTS No.232, 231/1 to7) at Village Kanheri, Taluka Borivali, in the registration district and sub-district of Mumbai City & Mumbai Suburban, together with the building known as “Natwar Co-operative Housing Society Ltd.” consisting of Ground plus 4 upper floors comprising of 21 premises, situate, lying and being at Dattapada Road, Opp. Welcome Hotel, Borivali (E), Mumbai-400 066.
4. The said old building of the Society/Promoter has outlived its structural life and was required substantial repairs to be carried out apart from the fact that the old building was also lacks modern amenities and facilities. Therefore, the members of the Promoter have decided to go for redevelopment of its property and accordingly accorded their consent for redevelopment of the said Property and decided to demolish the existing structure standing on the said land and to construct a new building on the said property by utilizing the Floor Space Index (F.S.I.), Transferable Development Rights (T.D.R.) & Fungible F.S.I., etc. as per prevailing rules and regulations of the Municipal Corporation of Greater Mumbai.
5. Accordingly, By a Redevelopment Agreement dated **22.02.2025** duly registered before the Joint Sub-Registrar of Assurances Mumbai22 under Serial No. MUM-22-**3355-2025** (herein after referred to as “the Said Development Agreement”) executed by and between **‘The Society’** therein of the First part, and **‘The Developer’** of the Second Part, the Society and its Members appointed and authorized the Developer to develop the said Property for the consideration and on the terms and conditions recorded therein. A copy of the Index II of said Redevelopment Agreement is annexed hereto and mark as **Annexure “B”**.
6. The Society herein has also executed an Irrevocable Power of Attorney dated **22.02.2025** in favor of Mr. RAJKUMAR BANSILAL SONI, the Director of M/s. SHREENATHJI INFRACON BUILD PRIVATE LTD. (being Director of the duly stamped and registered with the sub registrar of

Assurances at Borivali under serial no. MUM-22-**3356-2025** (herein after referred to as the “**Said Power of Attorney**”), interalia authorizing of the Developers herein to do various acts deeds for the proposed redevelopment project. (“**Said Power of Attorney**”).

7. Unless referred to individually, the said Redevelopment Agreement and Irrevocable Power of Attorney shall collectively be referred to as “**Redevelopment Documents**”.
8. Further, the Promoter, Society and its members have approved and finalized all drawings and building plan and the Promoter has submitted said plan for the approval of MCGM and on the satisfactory compliance of all norms and requirement, the Promoter has obtained the Concession Approval from MCGM and other NOCs from the concerned department.
9. Under the aforesaid Deed of Conveyance and said Development Agreement, the Promoter is entitled to develop the property by erecting a new building on the said property by utilizing the maximum Floor Space Index (FSI) of the said property as well as the fungible FSI available/to be acquired under the provisions of D.P. Rule, 2034 as amended up to date and the FSI acquired by purchase of TDR from private parties in the market together with the benefit of stilt parking spaces, etc. in accordance with plans as may be sanctioned and approved by MCGM.
10. The building plans for the construction of the proposed building on the said property are approved by MCGM under IOD dated **29.05.2024** bearing no. **P-22249/2024/(232)/R/C WARD/KANHERI-R/C/IOD/1/NEW** and the Promoter has agreed to comply with the Conditions of I.O.D. A copy whereof is annexed hereto as **Annexure ‘D’**.
11. The Promoter is entitled and enjoined upon to construct buildings on the said land in accordance with the approved plan. The Promoter being in possession of the said land and building thereon have demolished the old building and structures. The Promoter has proposed to construct on the said Property new multistoried building as per approved plans from MCGM.
12. Subsequently Promoter had obtained the Commencement Certificate (“CC”) dated **21/07/2025** bearing no. **P-22249/2024/(232)/R/C Ward/KANHERI R/C/CC/1/New** for the Redevelopment Project of the said building duly issued by MCGM.

13. The Promoter is in possession of the project land and the said land is free of all encumbrances.
14. The Promoter has proposed to construct on the project land, 1 (One) Multistory Building having Ground and 9 (NINE) upper floors and as per amendments of plans from time to time as approved by M.C.G.M.
15. The Promoter is authorized and entitled to sale the rest of the premises in the proposed building to be constructed after allotment of the Permanent Alternate Accommodation Agreements to all the members of the Promoter and to enter into Agreement/s with the Allottee(s)/s of the Flat to receive the sale consideration in respect thereof.
16. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
17. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, showing the nature of the Title of the Promoter to the project land on which the Apartments/Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'E'** respectively.
18. The authenticated copies of the building plans & Commencement Certificate (C.C.) as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'F' Colly**.
19. This Agreement is executed under the provisions of The Real Estate (Regulation and Development) Act, 2016, and the rules made thereunder Purchaser/s herein with the intention to purchase a residential flat for his/her/their residential use have visited the construction site and have inspected the construction being carried out, the sanctioned plans and all the documents hereinbefore mentioned, plans, designs, specifications etc.
20. The Purchasers/Allottees has applied to the Promoter for allotment of a Flat No. \_\_\_ on \_\_\_ Floor situated in the building "**Shreenath Regency**" being constructed in the said Project.

21. On demand from the Purchasers/Allottees, the Promoter has given inspection to the Purchasers/Allottees of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect's Mr. Nikhil Sanjay Rathod and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
22. The Purchasers/Allottees are offered a Flat bearing no. \_\_\_ on the \_\_\_ Floor, (herein after referred to as the said "**Flat**") in the project called '**Shreenath Regency**' (herein after referred to as the said "**Building**") being constructed in the said project by the Promoter.
23. The authenticated copies of the floor plans agreed to be purchased by the Purchasers/Allottees, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'G'**.
24. The carpet area of the said Flat is \_\_\_ **square feet** (as per RERA) and "**Carpet Area**" means the net usable floor area of an flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchasers/Allottees or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Purchasers/Allottees, but includes the area covered by the internal partition walls of the flat.
25. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
26. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said Building shall be granted by the concerned local authority.
27. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now

willing to enter into this Agreement on the terms and conditions appearing hereinafter;

28. Prior to the execution of these presents the Purchasers/Allottees has paid to the Promoter a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) after deducting 1% T.D.S., being part payment of the sale consideration of the flat agreed to be sold by the Promoter to the Purchasers/Allottees as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchasers/Allottees has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
29. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai No. \_\_\_\_\_; authenticated copy is attached in **Annexure 'H'**;
30. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said flat with the Purchasers/Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers/Allottees hereby agrees to purchase the flat.

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

**RECITALS AND HEADING:**

1. The parties repeat, reiterate and confirm the contents of the recitals and recitals contained above shall be deemed to be a part of the operative part of this agreement as if the same are incorporated herein verbatim.
2. Heading given are for reference purpose only and no interpretation should be done based upon the heading.

**PROJECT:**

3. The Promoter shall construct the said building consisting of Ground and 9 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior **approval** in writing of the Purchasers/Allottees in respect of variations or modifications which may adversely affect the flat of the Purchasers/Allottees except any

alteration or addition required by any Government authorities or due to change in law.

**4. PURCHASE/SALE OF FLAT:**

(a) Confirmation by the Purchasers/Allottees.

(i) The Purchasers/Allottees hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/Allottees **Flat No.** \_\_\_\_ of the type 'Residence' of Carpet Area admeasuring \_\_\_\_ square feet (as per RERA) on \_\_\_\_ Floor in the building called as "**Shreenath Regency**" in the Society known as '**Natwar Co-op. Hsg. Soc. Ltd.**' (hereinafter referred to as "**the Flat**") as shown in the Floor plan thereof, hereto annexed and marked as **Annexure 'G'** which are more particularly described in the **Second Schedule** annexed herewith for the consideration of **Rs. \_\_\_\_/- (Rupees \_\_\_\_ only)** and in addition thereto all the applicable taxes and amounts as specified in Clause 20 of this Agreement.

(ii) The Promoter hereby agrees to reserve for the Purchasers/Allottees one (1) Covered parking slot bearing no. \_\_\_\_ situated at Mechanical Top level of Stilt parking being constructed in the layout for free of cost and without any consideration. (hereinafter referred to as "**the Car Parking**") as shown in the Car Parking plan thereof, hereto annexed and marked as Annexures '**G-1**' The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Puzzle parking space / covered parking spaces / mechanical parking space/ garage bearing Nos admeasuring \_\_\_\_ sq. ft. having \_\_\_\_ ft. length x \_\_\_\_ ft. breath x \_\_\_\_ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs...../.

(b) The Allottee has paid on or before execution of this agreement 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 that Promoter the balance amount of Rs \_\_\_\_\_ Rupees \_\_\_\_\_ and shall be deposited in \_\_\_\_\_ RERA Designated Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively. The Purchasers/Allottees hereby agrees to pay to the Promoter the Total Consideration of **Rs. \_\_\_\_/- (Rupees \_\_\_\_ Only)** and in addition thereto all the applicable taxes and amounts as specified in Clause 20 of this Agreement. The Purchasers/Allottees has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_/- (Rupees \_\_\_\_ Only)** as and advance to the Promoter. The Purchaser hereby agrees to pay to the Promoter the balance amount of **Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) in the following manner:-**

Sr. No.	Particular	Amount (Rs.)
1	20% after the execution of Agreement.	Rs. _____/-
2	15% on completion of Plinth.	Rs. _____/-
3	3.125% on completion of ____ Slab.	Rs. _____/-
4	3.125% on completion of ____ Slab.	Rs. _____/-
5	3.125% on completion of ____ Slab.	Rs. _____/-
6	3.125% on completion of ____ Slab.	Rs. _____/-
7	3.125% on completion of ____ Slab.	Rs. _____/-
8	3.125% on completion of ____ Slab.	Rs. _____/-
9	3.125% on completion of ____ Slab.	Rs. _____/-
10	3.125% on completion of ____ Slab.	Rs. _____/-
11	5% on completion of the walls, internal plaster, floorings doors and windows of the said Apartment	Rs. _____/-
12	5% on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	Rs. _____/-
13	5% on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located	Rs. _____/-
14	10% on completion of the 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 in which the said Apartment is located	Rs. _____/-
15	5% at the time of handing over of the possession of the Apartment to the Allottee on receipt of occupancy certificate or completion certificate	Rs. _____/-

(c) The Total Consideration/Price as mentioned above excludes Taxes (consisting of tax paid or payable by the Purchasers by way of Registration Charges, Goods and Service Tax, Local Body Tax (LBT), and cess or any other similar taxes, levy, cess, rates or payment that may be hereafter charged, levied, or sought to be charged, levied or recovered in respect of

the said Property which may be levied, in connection with the sale of said flat) up to the date of handing over the possession of the said Flat.

- (d) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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 Allottee, which shall only be applicable on subsequent payments.
- (e) The Promoter shall confirm the final carpet area that has been allotted to the Purchasers/Allottees after the construction of the Building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than the defined limit then Promoter shall refund the excess money paid by Purchasers/Allottees 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 Purchasers/Allottees. If there is any increase in the carpet area allotted to Purchasers/Allottees, the Promoter shall demand additional amount from the Purchasers/Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square ft. as agreed in Clause 4(a) of this Agreement.
- (f) The Purchasers/Allottees authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchasers/Allottees undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (g) In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee / both, as the case may be, in accordance with the agreed terms of payment

#### **PROJECT TIME AND FSI:**

- 5. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchasers/Allottees, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

- 6.** Time is essence for the Promoter as well as the Purchasers/Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Purchasers/Allottees and the common areas to the Promoter after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchasers/Allottees shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 4 (b) herein above. (“**Payment Plan**”).
- 7.** The Promoter hereby declares that the plot area in respect of the project land is **553.60 Sq. Meters** as per Property Card only and Promoter has planned to utilize Floor Space Index of **3.24** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI or Fungible compensatory 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 Promoter has disclosed the Floor Space Index of **3.24** as proposed to be utilized by him on the project land in the said Project and Purchasers/Allottees has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 8.** The Purchasers/Allottees hereby agreed and confirm that if any time hereafter, till the grant of Occupation Certificate, the said Property become entitled to avail of **extra and further** F.S.I. (i.e. over and above the presently permissible maximum FSI including of existing permissible FSI of plot potential + T.D.R. + Fungible) the Promoter shall be entitled to utilize the same for the purpose of redevelopment and the Purchasers/Allottees shall not claim any further benefit from the Promoter for utilizing the said F.S.I./T.D.R., except the Carpet area purchased under this Agreement for Sale. It is further agreed by the Purchasers/Allottees that the Promoter is not required to take any NOC from the Purchasers/Allottees to utilize the said **extra and further** F.S.I. for redevelopment.

## **INTEREST**

- 9.** If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Purchasers/Allottees, the Promoter agrees to pay to the Purchasers/Allottees, who does not intend to withdraw from the project, interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under RERA (“**Interest**”) on all the amounts paid by the Purchasers/Allottees, for every month of delay, till the handing over of the possession. The Purchasers/Allottees agrees to pay to the Promoter, interest as the same rate specified in the Rule, on all the delayed payment which become due and payable by the Purchasers/Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers/Allottees to the Promoter. The Promoter shall first adjust any

overdue payments so received against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

10. Without prejudice to the right of Promoter to charge interest in terms of clause 9 above, on the Purchasers/Allottees committing default in payment on due date of any amount due and payable by the Purchasers/Allottees to the Promoter under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) entitled to charges interest at the same rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under RERA / RERA Rules ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other Party.
11. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
12. Without prejudice to the other rights of the Promoter hereunder, notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/ permission for mortgaging the said Apartment/Flat or creating any charge or lien on the said Apartment/Flat and notwithstanding the mortgages/ charges/ lien of or on the said Apartment/Flat, the Promoter shall in respect of any amounts remaining unpaid by the Purchaser(s) under this Agreement, have a first charge / lien on the Apartment/Flat and the Car Parking Spaces and the Purchaser(s) shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser(s) under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.
13. Further, on the Purchasers/Allottees committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall forfeit the entire amount received from the Purchasers/Allottees towards sale of said flat along with interest on default

in payment of installments (if any), applicable taxes and any other charges/amount.

Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

**14.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat as are set out in **Annexure 'I'**, annexed hereto.

**15.** The Promoter shall give possession of the Flat to the Purchasers/Allottees on or before **31.10.2027** from the date of receipt of full Commencement Certificate. If the Promoter fails or neglects to give possession of the Flat to the Purchasers/Allottees on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchasers/Allottees the amounts already received by him in respect of the Flat with interest at the same rate as specified in the rules, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

## **POSSESSION:**

**16.** The Promoter shall give possession of the Flat to the Purchasers/Allottees as under.

(a) **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers/Allottees as per the agreement shall offer in writing the possession of the Flat, to the Purchasers/Allottees in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchasers/Allottees. The Promoter agrees and undertakes to indemnify the Purchasers/Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/Allottees agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers/Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Purchasers/Allottees in writing within 7 days of receiving the occupancy certificate of the Project.

(b) The Purchasers/Allottees shall take possession of the Flat within 15 days of the written notice from the Promoter to the Purchasers/Allottees intimating that the said Flats are ready for use and occupancy:

(c) **Failure of Purchasers/Allottees to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per clause 16(a), the Purchasers/Allottees shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Purchasers/Allottees. In case the Purchasers/Allottees fails to take possession within the time provided in clause 16 (a) such Purchasers/Allottees shall continue to be liable to pay maintenance charges as applicable.

(d) If within a period of five years from the date of handing over the Flat to the Purchasers/Allottees, the Purchasers/Allottees brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchasers/Allottees shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided the defect is arise from the construction done by the Promoter and not as result of any error or omission and changes done by the Purchasers/Allottees in their respective premises or common premises of the Promoter.

(e) The Purchasers/Allottees shall not be permitted in any case to make structural changes in the Flat or common premises of the Promoter.

**17.** The Purchasers/Allottees shall use the Flat or any part thereof or permit the same to be used only for **purpose of Residence only**. He shall use the parking space only for purpose of keeping or parking vehicle.

**SOCIETY / ASSOCIATION:**

**18.** The Purchasers/Allottees along with other Allottee/s of Apartments/Flats in the building shall join in and admitted in existing Society by paying the Entrance Fees and other charges as per law in force or as decided by the society.

**19.** Within 15 days after notice in writing is given by the Promoter to the Purchasers/Allottees that the Flat is ready for use and occupancy, the Purchasers/Allottees shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental as decided by the society.

**OTHER CONTRIBUTIONS:**

**20.** The Purchasers/Allottees shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- i. Rs. \_\_\_\_/- for share money, application entrance fee of the Society
- ii. Rs. \_\_\_\_/- towards Legal charges for drafting
- iii. Rs. \_\_\_\_/- for deposits of electrical meter (non-refundable);
- iv. Rs. \_\_\_\_/- towards Infrastructure and Development Charges
- v. Rs. \_\_\_\_/- towards Piped Gas connection (subject to availability); vi. Rs. \_\_\_\_/- towards Water Connection
- vii. Rs. \_\_\_\_/- being Twelve Months Provisional Maintenance Charges;

Goods and Service Tax @ 5 % or applicable taxes, and cess or any other similar taxes, levy, cess, rates or payment are applicable on other contributions charges excluding share money fees..

**OUTGOINGS**

**21.1.** From the Possession Date, the Purchaser(s) shall be liable to bear and pay the proportionate share of outgoings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building(s) (i.e. the said Project) and the Layout Property or part thereof.

**21.2.** The Purchaser(s) shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser(s) further agrees that till the Purchaser's/s' share is so determined; the Purchaser(s) shall pay to the Society provisional monthly contribution as determined by the Society from time to time. The Purchaser(s) undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

**22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ PROMOTER**

The Promoter hereby represents and warrants to the Purchasers/Allottees as follows:

- i. The Promoter has clear and marketable title with respect to the project and; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers/Allottees created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or Development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any

manner, affect the rights of Purchasers/Allottees under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchasers/Allottees in the manner contemplated in this Agreement;
- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

### **23. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS/ ALLOTTEES**

The Purchasers/Allottees/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Flat at the Purchasers/Allottees's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, Combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchasers/Allottees in this behalf, the Purchasers/Allottees shall be liable for the consequences of the breach.

- iii. To abide by the Fit-out Manual to carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/Allottees and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchasers/Allottees committing any act in contravention of the above provision, the Purchasers/Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to dry clothes in windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchasers/Allottees for any purposes other than for purpose for which it is sold.
- viii. Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/flat(s)/premises/units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- ix. Pay to the Promoter, within 7 (seven) working days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Apartment/Flat or Building(s)/Wing(s);

- x. Permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/Flat or any part thereof, to view and examine the state and condition thereof or to repair the same;
- xi. The Purchasers/Allottees shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchasers/Allottees to the Promoter under this Agreement are fully paid up.
- xii. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Apartment/Flat/s in the Building, without the prior written permission of the Promoter/concerned authorities;
- xiii. The Purchaser(s) hereby agree/s and confirm/s that the Promoter shall provide / reserve the Car Parking Spaces, as required under applicable laws, in the said Property or anywhere in the Layout Property. The location of the Car Parking Spaces shall be finalised by the Promoter at the time of handing over possession of the said Apartment/Flat. The Purchaser(s) will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Spaces by the Promoter and/or the organizations to be formed by all the purchasers of flats and/or the Organizations and shall pay such outgoings in respect of the said Car Parking Spaces as may be levied. The Purchaser(s) herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoter/Promoter for other Purchaser(s) and accepts the designation of the Car Parking Spaces allotted to the Purchaser(s) herein;
- xiv. The Purchaser(s) herein agree/s and confirm/s that Car Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and/or construction of any nature shall be carried out in the Car Parking Spaces. The Purchaser(s) shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter/Promoter;
- xv. Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building (i.e. the said Project) / Layout Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and
- xvi. Not to change exterior elevation or the outlay of the Building and not to fix any grill to the Apartment/Flat, Building or windows except in accordance with the design approved by the Owners/Promoters;

xvii. After the Possession Date, the Purchaser(s) may insure the Apartment/Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

xviii. The Purchaser(s) and/or the Promoter shall present this Agreement as well as the conveyance / lease and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

xix. The Purchaser(s) shall be entitled to transfer the said Apartment/Flat only in accordance with the provisions of Clause 16 and after possession of flat herein.

xx. That Purchaser(s)/Allotee(s) aware that the Building under reference is deficient in open Space and therefore the Allotees/buyer/member shall not held liable to MCGM and its officers for the same in future.

xxi. That the Purchaser(s)/Allotee(s) agrees for no objection for the neighborhood development with deficient open space in future.

xxii. That The Purchaser(s)/Allotee(s) will not be held liable MCGM and its officers for failure of Mechanical Parking system in future 'if any' and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit if any and maintenance of mechanized parking system shall be done regularly.

xxiii. That the Purchaser(s)/Allotee(s) shall not complaint to MCGM or its officers for Parking spaces arrangement provided and inadequate maneuvering / Aisle space for two way of car parking/s in future.

xxiv. That the Toilets are existing above habitable room and therefore the Purchaser(s)/Allotee(s) shall not complaint to MCGM or its Officers for any leakage in future.

xxv. The Purchaser(s)/Allotee(s) shall not be held liable to MCGM and its Officers for the inadequate lesser floor to floor height and size of habitable rooms in future.

xxvi. That the Purchaser/Allotee will not be held M.C.G.M. liable for any mishap due to provision of additional height of stilt for provision of parking/parking tower.

xxvii. The Purchaser(s)/Allotee(s) undertake that the Dry and Wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/Occupants of the Society building in the jurisdiction of MCGM.

xxviii. The Purchasers/Allotees shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers/Allotees shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xxix. The Promoter shall maintain a separate Escrow account or account as specified in RERA Act in respect of sums received by the Promoter from the Purchasers/Allotees on account of advance/deposit or part payment towards sale consideration, share capital and other contributions and the amount received shall be utilized only for the purpose of construction and Completion of Project, promotion of the Co-operative Society, towards the out goings, legal charges and only for the purposes for which they have been received

xxx. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchasers/Allotees shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/Society as hereinbefore mentioned.

#### **24. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

The Promoter if it so desires shall be entitled to create further security on the said Building (i.e. the said Project) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment/Flat allotted hereunder without requiring any **approval** of the Purchaser(s). The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon without requiring any **approval** of the Purchaser(s). The Purchaser(s) hereby gives express **approval** to the Promoter to raise such financial facilities against security of the said Building (i.e. the said Project) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat agreed to be transferred hereunder.

## **25. BINDING EFFECT**

Forwarding this Agreement to the Purchasers/Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers/Allottees until, firstly, the Purchasers/Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchasers/Allottees and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchasers/Allottees fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers/Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchasers/Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers/Allottees, application of the Purchasers/Allottees shall be treated as cancelled and all sums deposited by the Purchasers/Allottees in connection therewith including the booking amount shall be returned to the Purchasers/Allottees without any interest or compensation whatsoever.

## **26. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat.

## **27. TERMINATION OF AGREEMENT AND CONSEQUENCES THEREOF**

This Agreement may be terminated in the following ways:

### **27.1 Termination by the Purchasers/Allottees:**

#### **Delay by the Promoter in handing over the Flat on the Due Date:**

**i)** Subject to Clause 16 hereinabove, if the Purchasers/Allottees intends to terminate this Agreement or withdraw from the Project, then on termination of this Agreement by the Purchasers/Allottees, the Promoter shall, within a period of 60 days from date of termination, refund the amounts received from the Purchasers/Allottees (except the amounts towards Service Tax/VAT and other taxes and duties) along with applicable Interest thereon. The Purchasers/Allottees shall, simultaneous to the refund of the aforesaid amounts, execute and register a deed of cancellation or such other document ("**Deed of Cancellation**") as may be called upon to do so, failing which the Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub- Registrar, including as an authorized constituted attorney of the Purchasers/Allottees and the Purchasers/Allottees hereby acknowledges and confirms. The Purchasers/Allottees shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever, and the Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Promoter may deem fit. Further, upon such cancellation, the Purchasers/Allottees shall not have any right, title and/or interest in the Apartment/Flat and/or Car Parking Spaces and/or the Project and the Purchasers/Allottees waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Purchasers/Allottees acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.

**ii)** The Purchasers/Allottees agree, confirm and acknowledge that the amounts payable as stated in sub-clause (i) aforesaid constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Purchasers/Allottees and neither the Purchasers/Allottees nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever.

**iii)** The Purchasers/Allottees agree that the refund of the payment and the damages mentioned in this Agreement constitutes the Purchasers/Allottees' sole remedy in such circumstances and the Purchasers/Allottees foregoes any and all his/her/their rights to claim against the Promoter either for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

## **27.2 Termination by the Promoter**

- i) In the event if the Purchasers/Allottees fails or neglects to (i) make the payment of the Total Consideration in installments and taxes and Other Charges in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchasers/Allottees as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, and/or any other writing and/or the terms and conditions of layout, and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.; (iii) If the representation, declarations and/or warranties etc. made by the Purchasers/Allottees in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchasers/Allottees is untrue or false; (iv) If the Purchasers/Allottees has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up; (v) If the Purchasers/Allottees is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months; (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchasers/Allottees or in respect of all or any of the assets and/or properties of the Purchasers/Allottees; and/or (vii) If the Purchasers/Allottees have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchasers/Allottees involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them, the Promoter/Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of Interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchasers/Allottees, to cancel/terminate the transaction.
- ii) In case the Purchasers/Allottees fails to rectify the default within the aforesaid period of 15 days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Promoter's policy and (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and

registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (collectively referred to as the "**Non-Refundable Amount**"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchasers/Allottees executing and registering the deed of cancellation or such other document ("**Deed of Cancellation**") within 60 (Sixty) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute /register the Deed of Cancellation with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchasers/Allottees and the Purchasers/Allottees hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter's right to forfeit and refund the balance amounts to the Purchasers/Allottees and the Promoter's right to sell/transfer the Apartment/Flat including but not limited to the reserved

Car Parking Spaces to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchasers/Allottees shall not have any right, title and/or interest in the Apartment/Flat and/or Car Parking Spaces and/or the Project and the Purchasers/Allottees waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Purchasers/Allottees acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.

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

#### **RIGHT TO AMEND**

**28.** This Agreement may only be amended through written consent of the Parties.

#### **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS /ALLOTTEES /SUBSEQUENT PURCHASERS/ALLOTTEES**

**29.** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers/Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

#### **SEVERABILITY**

**30.** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

**METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

**31.** Wherever in this Agreement it is stipulated that the Purchasers/Allottees has to make any payment, in common with other Purchasers/Allottees(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

**FURTHER ASSURANCES**

**32.** 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.

**PLACE OF EXECUTION**

**33.** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchasers/Allottees, in Office of Sub-Registrar of Assurance after the Agreement is duly executed by the Purchasers/Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

**34.** The Purchasers/Allottees and/or Promoter shall present this Agreement as well as the conveyance 'if applicable' at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Purchasers/Allottees: **1) MR. \_\_\_\_\_ AND 2) MRS. \_\_\_\_\_**

(Purchasers/Allottees's Address):

Notified Email ID:

Promoter Name: **M/s. SHREENATHJI INFRACON BUILD PRIVATE LTD.**, represented by its authorized Partner Shri Rajkumar Banshilal Soni.

**(Promoter Address):** 210-211, Shah Arcade 3, Western Express Highway, Ranisati Road, Above Amkar Restaurant, Malad (East), Mumbai – 400 097  
Notified Email ID: shreenathjiinfraconbpl@gmail.com

It shall be the duty of the Purchasers/Allottees and the Promoter 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 Promoter or the Purchasers/Allottees, as the case may be.

**36. Joint Purchasers/Allottees:**

That in case there are Joint Purchasers/Allottees all communications shall be sent by the Promoter to the Purchasers/Allottees whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers/Allottees.

**STAMP DUTY AND REGISTRATION**

**37.** The charges towards stamp duty, Registration charges and GST shall be paid by the Purchasers/Allottees on this Agreement for Sale.

**DISPUTE RESOLUTION**

**38.** Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.

**DISCLAIMER**

**39.** This Agreement is drafted as per model form of Agreement which is narrated under RERA with certain modification having regard to the facts and circumstances of the said Project Land and Project. In the event, matter and

substance mentioned in clauses of this Agreement found to be contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

### **GOVERNING LAW**

**40.** 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 Mumbai courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at *Mumbai* in the presence of attesting witness, signing as such on the day first above written.

### **FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**

All that piece and parcel of land admeasuring 553.60 sq.mtr. or thereabouts bearing CTS No.232, 232/1 and 232/2 (Old CTS No.232, 231/1 to7) at Village Kanheri, Taluka Borivali, in the registration district and sub-district of Mumbai City & Mumbai Suburban, together with the building known as "Natwar Co-operative Housing Society Ltd." consisting of Ground plus 4 upper floors comprising of 21 premises (now demolished), situate, lying and being at Dattapada Road, Opp. Welcome Hotel, Borivali (E), Mumbai-400 066.

On or towards the North by : By CTS No. 234.

On or towards the South by : By 18.30 Mtrs wide Main Road.

On or towards the East by : By CTS No. 231.

On or towards the West by : By CTS No. 233.

### **THE SECOND SCHEDULE ABOVE REFERRED TO**

**RESIDENTIAL FLAT** bearing **Flat No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **Sq. ft.** **(carpet) area on the** \_\_\_\_\_ **floor** in the proposed new building called as "**Shreenath Regency**" in the Society known as '**Natwar Co-op. Hsg. Soc. Ltd.**,' to be constructed on the Property described in the First Schedule hereinabove written.

## **SCHEDULE A**

Here set out the nature, extent and description of common areas and facilities.

### A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED
1.	Entrance Lobby	31/10/2027	31/10/2027	22.36 Sq. Mtr.
2.	Staircase	31/10/2027	31/10/2027	118.80 Sq. Mtr.
3.	Lift Lobby	31/10/2027	31/10/2027	109.79 Sq. Mtr.

### B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING

INCLUDING IN THE COMMON AREA OF THE BUILDING:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE / NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	FSI UTILIZED OR FREE OF FSI
1.	Fitness Center	N/A	31/07/2027	31/07/2027	30.88 Sq. Mtr.	Free Of FSI
2.	Society Office	N/A	31/07/2027	31/07/2027	12.45 Sq.Mtr.	Free Of FSI
3.	Security Toilet at Ground Floor	N/A	31/07/2027	31/07/2027	0.86 Sq. Mtr.	Free Of FSI
4.	Kids Play Area	N/A	31/07/2027	31/07/2027	29.21 Sq. Mtr.	Free Of FSI

5.	Swimming Pool	N/A	31/07/2027	31/07/2027	60.89 Sq. Mt.	Free Of FSI
6.	Sitting Area	N/A	31/07/2027	31/07/2027	78.91 Sq. Mtr.	Free Of FSI

C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR  
COMMON AREA OF THE LAYOUT:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICAT E	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATIO N	SIZE / AREA OF THE FACILITIE S / AMENITIE S	SIZE / AREA OF THE FACILITIE S / AMENITIE S	FSI UTILIZE D OR FREE OF FSI
1.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

D.)THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN  
SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN  
THE LAYOUT.

SR NO	TYPE OF OPEN SPACES (RG / PG) TO BE PROVIDED	PHASE NAME / NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSED DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDING OVER TO THE COMMON ORGANIZATION
1.	N/A	N/A	N/A	N/A	N/A

E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)
1.	Fire Lift	1	8 Passenger	1 Mtr per Second
2	Passenger Lift	1	8 Passenger	1 Mtr per Second
3.	Passenger Lift (Till 1 <sup>st</sup> Floor Office Lift)	1	4 Passenger	1 Mtr per Second

IN WITNESS WHEREOF the Parties has put their hand the day and year  
first hereinabove written.

	Signature & Left Thumb Print	Photograph
<p><b>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER THE PARTY OF THE ONE PART</b></p> <p><b>M/s. SHREENATHJI INFRACON BUILD PRIVATE LTD.,</b></p> <p>represented Through its authorized Director</p> <p>Mr. Rajkumar Banshilal Soni</p>		

	Signature & Left Thumb Print	Photograph
<p><b>SIGNED AND DELIVERED BY</b></p> <p><b>THE WITHIN NAMED</b></p> <p><b>the Purchasers/Allottees</b></p> <p><b>1) Mr.</b></p> <p><b>2) Mrs.</b></p>		

In the Presence of.....

1) Name:

Signature:

2) Name:

Signature:

**R E C E I P T**

*RECEIVED* on or before the execution of these presents and from the within named Purchasers/Allottees 1) Mr. \_\_\_\_\_ and 2) Mrs. \_\_\_\_\_ a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) as per agreement of Flat No. \_\_\_\_ on \_\_\_\_ Floor in building known as "Shreenath Regency".

<b>Sr. No.</b>	<b>Payment Ref. No.</b>	<b>Dated</b>	<b>Drawn On</b>	<b>Amount (Rs.) after deducting 1% T.D.S.</b>
1				
2				
3				
<b>Total (Rupees Only)</b>				<b>Rs. /-</b>

**WE SAY RECEIVED,**

**Rs. \_\_\_\_\_ /-**

**For SHREENATHJI INFRACON BUILD PRIVATE LTD**

**Partner**

(Promoter)

Witnesses:

1.

2.

Place: Mumbai

Date:

**List of Annexures:**

<b>ANNEXURE – A</b>	Copy of Property Card
<b>ANNEXURE – B</b>	Copy of Society Registration certificate
<b>ANNEXURE – C</b>	copy of Resolution passed in the Special General Body Meeting held on 12.08.2019
<b>Annexure-D</b>	Copy of IOD
<b>ANNEXURE – E Colly.</b>	Copy of Title Report of Advocate
<b>ANNEXURE – F</b>	Copy of Commencement Certificate (C.C.) as approved by the concerned Local Authority
<b>ANNEXURE – G</b>	Copy of the Floor plans
<b>ANNEXURE – G-1</b>	Authenticated copies of the Car Parking plans allotted to the Purchasers/Allottees as approved by the concerned local authority
<b>ANNEXURE – H</b>	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority
<b>Annexure-I</b>	Specification and amenities for the Flat
<b>ANNEXURE – J</b>	copy of the certificate of stamp duty paid by the Promoter

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At Mumbai

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 2025

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**BETWEEN**

**SHREENATHJI INFRACON BUILD PVT LTD**

..... **The Promoter**

**AND**

**1) MR. \_\_\_\_\_ AND 2) MRS. \_\_\_\_\_**

.... **The Purchasers/Allottees**

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**AGREEMENT FOR SALE**

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