

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on This _____ day of _____ in the Christian Year Two Thousand Seventeen BETWEEN M/S. **ATHARVA DEVELOPERS** a Partnership Firm duly registered under the Indian Partnership Act 1930, carrying on business of Developers and Developers and having their Office at Atharva House, E-Wing, Indrayani Complex, 24 J.K. Sawant Marg, Dadar, Mumbai 400 028, hereinafter called “**the Developers**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners or partner for the time being constituting the said Firm, the survivor or survivors of them and the heirs, executors, administrators and assigns of the surviving partners) of the ONE PART;

AND

of Mumbai,
Indian Inhabitant/s, residing at _____,
hereinafter called “**the Purchasers**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include him / her / their heirs, executors, administrators and permitted assigns) of the OTHER PART;

WHEREAS:-

1. The Maharashtra Housing And Area Development Authority (hereinafter for brevity's sake referred to as "the said Authority") being duly constituted with effect from the 5th day of December 1977 under the Government Notification in the Public Works and Housing Department No.ARD-1077(1)/Desk-44 dated the 5th December 1977, the Maharashtra Housing Board Act, 1948 (hereinafter referred to as "the Board") stood dissolved by operation of Section 15 of the said Act;
2. Under clauses (a) and (b) of Section 189 of the said Act all property, rights, liabilities and obligations of the said dissolved board including those arising under any agreement of contract have become the property, rights, liabilities and obligations of the Authority;
3. The Board was possessed of or otherwise well and sufficiently entitled to a piece and parcel of land admeasuring about 697.50 sq. mtrs., or thereabouts bearing Survey No.14A Part, C.T.S. No.56 Part situate, lying and being at Sahakar Nagar1, Chembur, Mumbai 400 071 in the Registration Sub-District of Kurla East, Mumbai Suburban District and more particularly described in the **First Schedule** hereunder written (hereinafter for brevity's sake referred to as "the said Land");
4. The said Land has now become the property of the Authority and all rights, liabilities and obligations of the Board as aforesaid in relation to the said Land have become the rights, liabilities and obligations of the said Authority;
5. The building No.8 situate at Sahakar Nagar 1, Chembur, Mumbai 400071 more particularly described in the First Schedule hereunder written was constructed sometime in the year 1954, consisting of ground and two upper floors with 12 tenements each admeasuring about 37.37 sq. mtrs., carpet area for the residence of Industrial workers under the subsidized Industrial Housing Scheme and allotted the same on tenancy basis to each of the allottees thereof;
6. The tenants /occupants of the said building have themselves formed and registered a Co-operative Housing Society known as 'SAHAKAR NAGAR SHWETA CO-OPERATIVE HOUSING SOCIETY LTD.' under The Maharashtra Co-operative Society

Act 1960 bearing Registration No.BOM/HSG/7640 dated 30/6/1981 having its Registered Office at Building No.8, Sahakarnagar 1, Chembur, Mumbai 400 071 (hereinafter for brevity's sake referred to as "the said Society");

7. At the request of the said Society, the Authority has by a Deed Of Sale dated 10th November 1995, conveyed the said building in favour of the said Society as the absolute owners thereof at or for the consideration and on the terms and conditions therein contained, which has been duly registered with the Sub-Registrar Of Assurances at Kurla also on 10th November 1995 under Serial No.1318 of 1995;

8. The said Authority have also by an Indenture of Lease dated 10th November 1995, granted a lease for a period of 99 years commencing from 1st April 1980, subject to the payment of yearly Lease Rent and on the terms and conditions and covenants therein contained, which has been duly registered with the Sub-Registrar Of Assurances at Kurla also on 10th November 1995 under Serial No.1320 of 1995;

9. The said Sahakar Nagar Shweta Co-operative Housing Society Ltd., are thus entitled to the said un-expired term of Lease hold rights in to and upon the said Land as more particularly described in the Schedule hereunder written TOGETHER WITH the ownership rights in respect of the building standing thereon and numbered as Building No.8 which is occupied by the members of the said Society, a list whereof is hereto annexed.

10. The members of the said Society were desirous of re-developing the said building and has therefore in its General Body meeting held on 17th March 2007, passed an unanimous Resolution for development of the said property by demolishing the said old building No.8 and re-constructing a new building thereon AND in the said Resolution have granted full powers and authority to the Chairman, Secretary and the Treasurer of the said Society to negotiate the terms of development of the said property with the Developers and to accept the offer of the Developers which would be beneficial and in the interest of the members of the said Society;

11. In term of the final offer given by M/s. Atharva Associates , the society in it's General Body Meeting held on 01/04/2007 has accepted the final offer given by M/s.

Atharva Associates, and agreed to grant development rights to them AND the said Developers agreed to develop the said property being piece and parcel of land admeasuring about 697.50 sq. mtrs. or thereabouts bearing Survey No.14A Part, C.T.S. No.56 Part situate, lying and being at Sahakar Nagar 1, Chembur, Mumbai 400 071 in the Registration Sub-District of Kurla East, Mumbai Suburban District and more particularly described in the Schedule hereunder written;

12. The said Developers M/s. Atharva Associates have thereafter communicated to the said Society that the said property would now be developed by their associate Company namely M/s. Atharva Developers on the same terms and conditions as previously agreed upon between them and the Society. The said M/s. Atharva Developers have by their letter dated 16/05/2010 agreed and confirmed the terms and conditions of re-development agreed upon between the said Society and their associate concern the said M/s. Atharva Associates and have further confirmed to carry out the re-development of the said Society on the same terms and conditions;

13. Based on the said representations and assurances and in view of the letter dated 16/05/2010 given by the said M/s. Atharva Developers, to re-develop the said property on the same terms and conditions as were agreed upon between the said Society and their associate concern the said M/s. Atharva Associates, the said Society has by their Resolution dated 23rd May 2010, agreed to grant the development rights in respect of the said property to the said M/s. Atharva Developers and have executed the Development Agreement dated 16th July 2010, which has been duly registered with the Sub-Registrar Of Assurances At Kurla under Serial No.BDR-3/8143/2010 dated 16th July 2010;

14. Upon execution of the said Development Agreement dated 16th July 2010, the said Sahakar Nagar Co-operative Housing Society Ltd., through its Office bearers have granted in favour of (1) Shri. Neelesh Vinayak Ketkar and (2) Mrs. Vrushali Neelesh Ketkar, the partners of the said M/s. Atharva Developers an Irrevocable Power Of Attorney for doing, executing, carrying out and performing several acts, deeds, matter and things of and relating to and concerning with the re-development of the said property and construction of a new building thereon by demolishing the existing old building known as Sahakar Nagar

Shweta Co-operative Housing Society Ltd., which Power Of Attorney has also been registered with the Sub-Registrar Of Assurances at Kurla under Serial No.BDR-3/8144/2010 dated 16th July 2010; as the Developers propose to redevelop the said property owned by Mumbai Housing and Area Development Board, under Regulation 33(5) of the prevailing Development Control Regulations for Greater Mumbai (DCR 1995) of the Municipal Corporation Of Greater Mumbai, the said Developers have through their Architect Sumedha Gore applied for no objection to the Mumbai Building Repairs and Reconstruction Board (MHADA), for and on behalf of the said Society, which permission has also been granted to the said Society by MHADA vide their letter bearing No.CO/MB/ARCH/NOC/F- 401/4666 dated 22nd July 2011, on certain terms and conditions recorded therein.

15. In the circumstances aforesaid the Developers being in possession of the said property under the said hereinbefore recited Development Agreement and the Power Of Attorney with full permission and authority to commence development of the said property by demolishing the existing building and construct a multi storeyed building thereon consisting of stilt and 10 upper floors (hereinafter referred to as "The Said Building") by utilising 2.5 F.S.I. on the said property and have the sole and exclusive right to sell and/or otherwise deal with the flats in the said building to be constructed by them on the said property and to enter into agreements with the purchasers of flats and to entirely receive and appropriate the sale consideration in respect thereof save and except the flats agreed to be allotted to the members of the said Society in lieu of their existing flats in the old building standing on the said property in terms of the Development Agreement entered into with the Society as well as the additional five flats agreed to be sold to the members of the said Society at concessional rate;

16. The Developers have through their Architect has thereafter submitted the building plans in respect of the said Plot to the Municipal Corporation of Greater Mumbai for sanction thereof and the requisite Intimation Of Disapproval (IOD) along with the building plans in respect of the said building have been approved by the Municipal Corporation Of Greater Mumbai vide IOD No. CE/ 6585/ BPES/ AM. DT. 21/08/2012. A copy whereof is

hereto annexed. The Developers have since demolished the existing building and have also complied with all the conditions of the I. O. D. The Full Commencement Certificate has been received from MCGM vide No. CE / 6585 / BPES/AM dt. 05/12/ 2013 and the RCC Construction work upto 10 floors is duly completed.

17. The Developers have represented to the Flat Purchaser herein that the revised lay out plan of Sahakar Nagar is now approved by the Municipal Corporation Of Greater Mumbai. The Developers have become entitled to an additional pro-rata FSI from this revised layout of Sahakar Nagar. The Developers have further represented to the Flat Purchaser herein that they are now entitled to constructed additional floors with flats on each floor above the earlier approved ten floors.

18. The Developers through their Architect Sumedha Gore have applied for the additional pro-rata FSI from the revised layout of Sahakar Nagar to MHADA, permission for which has been granted by MHADA vide their letter bearing NO. CO/MB/REE/NOC/F-401/1684/2016 dated 10.11.2016, on certain terms and conditions recorded therein. A copy of the said NOC letter dated 10.11.2016 is hereto annexed.

19. The Developers have now through their Architects submitted the amended building plans for stilt and 14 upper floors in respect of the said plot to the Municipal Corporation of Greater Mumbai for sanction thereof and the requisite Amended Plans for stilt and 14 upper floors has been approved by The Municipal Corporation of Greater Mumbai vide No. CE/6585/BPES/AM dt. 15.12.2016. A copy whereof is hereto annexed. The Developers have since complied with all the conditions of the letter of Amended Plans. The Full Commencement Certificate upto 14 Floors as per the Amended Plans dt. 15.12.2016 has been received from MCGM vide No. CHE/ES/0807/M/W/337(NEW) dt. 07.01.2017. A copy whereof is hereto annexed.

20. The Developers have got approved from the Municipal Corporation Of Greater Mumbai and other concerned local authorities the plans, specifications, elevations, sections and details of the building known as '**Shweta**' to be constructed on the said Plot;

21. The Developers have entered into standard Agreement with the Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects and have also appointed Structural Engineer for preparation of the structural designs and drawings of the said building and the Developers accept the professional supervision of the Architect and the said Structural Engineer till completion of the said Building;

22. The Flat Purchaser/s demanded from the Developers and the Developers have given inspection to the Flat purchaser of all the documents of title relating to the property and the plans, designs and specifications prepared by the Architect Sumedha Gore and all such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 and the rules made thereunder;

23. The copies of the Title Certificates issued by Smt. Rewati M. Purohit the Advocate of the Developers and copies of the extract from property Register Card showing the nature of the titles to the said property, collectively referred to as the said property on which the said Building is being constructed, the plans and specifications of the tenements agreed to be purchased by the Flat purchaser/s approved by the concerned Local Authorities have also been inspected by the Flat Purchaser/s, who has accepted the same;

24. While sanctioning the said plans concerned Local Authority and/or Government has/ have laid down certain conditions, stipulations and restrictions which are to be observed and performed by the Developers while redeveloping the said property and the said Building and upon due observance and performance of which inter-alia the Occupation and Completion Certificate shall be granted by the concerned Local Authority in respect of the said Building;

25. The Developers have started developing the said property by constructing a Building to be called '**Shweta**' consisting of stilt and 14 upper floors having flats, other premises, covered car parking spaces and also open car parking spaces in the compound of the said Building in accordance with the said plans sanctioned by the Municipal Corporation Of Greater Mumbai;

26. The Purchaser applied to the Developers for allocation to the Flat Purchaser, Flat No. _____ on _____ Floor in the said Building known as ‘**Shweta**’ which is being constructed by the Developers on the said property;

27. The Developers have represented and the Purchasers have agreed that the said building will be constructed with the deficient open spaces, for which the Developers would pay the necessary premium to the Municipal Corporation of Greater Mumbai;

28. The Developers are entering into a separate Agreements in a form similar in all respects with this Agreement with several other persons and/or parties who may be willing to take up and/or acquire flats in the said Building and/or the covered and/or open car parking spaces in the compound of the said Building on what is popularly known as “ownership basis” on the same terms and conditions as are herein contained except and subject to such modification as may be necessary or considered desirable or proper by the Developers with the ultimate view that the Flat Purchaser/s of all the flats in the said Building and the covered and/or open car parking spaces in the compound of the said Building would be admitted as members of the said Sahakar Nagar Shweta Co-operative Housing Society Ltd., and would be issued the Share Certificate by the said Society;

29. It has been agreed between the parties hereto that if one or more such flats and/or covered and open car parking spaces are not taken or acquired by any persons other than the Developers at the time when the said Building is ready for occupation, the Developers shall be deemed to be the Owners thereof and until such time as the said Flats and/or covered and open car parking spaces are sold to any other person/s the Developers shall be entitled to deal with such unsold flats and/or covered and open car parking spaces in such manner and on such terms and conditions as they may deem fit and proper.

30. The Flat Purchaser/s has with the full knowledge of all the terms and conditions and covenants contained in the documents referred to hereinabove agreed to purchase and acquire from the Developers Flat No. _____ on the _____ Floor of the said Building at the price and upon and subject to the terms and conditions more particularly hereinafter appearing;

31. Relying on the said Application, Declaration and Agreement the Developers have agreed to sell to the Flat Purchaser/s a Flat at the price and on the terms and conditions hereinafter appearing;

32. Prior to the execution of These Presents the Purchaser/s has paid to the Developers a sum of Rs. _____ /- (Rupees _____ Only) being part payment (earnest money) of the sale price of the said premises agreed to be sold by the Developers to the Purchaser as Advance payment or Deposit (the payment and the receipt whereof the Developers do hereby admit and acknowledge) and the Purchasers have agreed to pay to the Developers the balance of the said price in the manner hereinafter appearing;

33. Under Section 4 of the said Ownership Flats Act, the Developers are required to execute a written Agreement For Sale of the said premises to the Purchaser, being in fact and also to register the said Agreement under the Indian Registration Act.

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

1. The Developers shall construct a building to be known as Shweta consisting of stilt and 14 upper floors on the said land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned Local Authority/the Government to be made in them or any of them.

PROVIDED that if such variations or modifications have the effect of either increasing or reducing the area of the said Flat, then and in that case the price of the said Flat shall be proportionately increased or reduced, as the case may be and thereupon such increased or reduced price shall be the consideration amount agreed to between the parties.

2. The Developers shall be entitled to develop the entire plot by constructing building/s and other structures (as may from time to time be permitted to be constructed). The Flat Purchaser also hereby gives his/hers irrevocable consent and confirms to the Developers that even after the Developers shall have given possession of the Flat hereby agreed to be

sold to the Flat Purchaser and the Flat Purchaser further confirms that the Developers will be entitled to utilize any FSI presently available or the additional FSI which the Developers would be allowed and/or permitted on approval of the revised layout of Sahakar Nagar, by virtue of which the Developers would be entitled to construct any additional floors and/or any additional FSI which would be available in future from the said Plot or any part thereof till the entire development is complete in all respects even after the Developers shall have given possession of the Flat agreed to be sold to the Flat Purchaser. The Flat Purchaser hereby agrees to give all the facilities and assistance that the Developers may require from time to time after the Developers deliver the possession of the said Flat to be sold to the Flat Purchaser but at the costs and expenses of the Developers so as to enable the Developers to complete the development of the said property in the manner that may be determined by the Developers.

3. The Flat Purchaser has prior to the execution of This Agreement, has satisfied himself/herself/themselves about the title of the Society and of the Developers to the said Plot described in the First Schedule hereunder written and the Flat Purchaser shall not be entitled to further investigate the title of the said Society and no requisition or objection shall be raised in any matter relating thereto. The Developers have informed and the Flat Purchaser is aware that the said building is constructed with the deficit open space and the Developers shall pay the necessary premium to the Municipal Corporation Of Greater Mumbai, for the same. The Flat Purchaser, thus, hereby agrees and undertakes with the Developers that he/she/they shall not now or anytime hereafter raise any objections or obstruct construction of the said building to be constructed with such deficit open space.

4. The Flat Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Flat Purchaser the Flat No. _____ admeasuring 715 Sq.ft carpet area (which is inclusive of the full area of balconies) on _____ floor in the said Building as shown in the floor plan thereof hereto annexed (hereinafter referred to as "**the Flat**") for the price of Rs. _____/- (Rupees _____ Only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited

common areas and facilities/limited common areas and facilities which are more particularly described in the **Second Schedule** hereunder written together with the right to park one car in the open compound, out of which the Developers have already received from the Flat Purchaser the sum of Rs. _____ /- (Rupees _____ Only) being part payment (earnest money) as hereinbefore recited. The Flat Purchaser hereby agrees to pay to the Developers the balance amount out of the total purchase price being Rs. _____ /- (Rupees _____ Only) in the following manner :

(a)	Rs. _____ /-
(b)	Rs. _____ /-
(c)	Rs. _____ /-
(d) On Possession	Rs. _____ /-
.....
GRAND TOTAL	Rs. _____ /-

5. The Developers shall intimate to the Flat Purchaser, demanding payment of the installment of the purchase price to be payable by the Flat Purchaser within the period mentioned in such intimation, which intimation will be sent to the Flat Purchaser by the Developers when the same falls due as per clause 4 hereinabove. It is expressly agreed by the Flat Purchaser that the time for payment of each of the aforesaid installments of the purchase price as stated in the intimation to be sent to the Flat Purchaser as mentioned hereinabove and in respect of all amounts payable under this presents, by the Flat Purchaser to the Developers shall be “the essence of the contract”. In the event of the Flat Purchaser making any default in payment of the installment of the purchase price within the period mentioned in the intimation, This Agreement shall stand cancelled and revoked by giving notice of such termination to the Flat Purchaser and in that event, all the monies paid by the Flat Purchaser till the time of such termination shall be refunded to the Flat Purchaser by the Developers, without any interest and the Earnest Money paid by the Flat Purchaser to the Developers shall stand cancelled and forfeited. The refund of the monies payable by the Developers as mentioned hereinabove, shall be paid by the Developers to the Flat Purchaser within 90 days after the termination of This Agreement in the manner stated above subject to the deductions as specified in clause 6 shall be taken into consideration at the time of making the accounts. The Developers will be entitled on the

termination of This Agreement to sell and/or dispose of the said Flat in favour of any other party. The Flat Purchaser herein will have no right to object to such sale/disposal of the said Flat by the Developers. The Flat Purchaser also agrees that, sending of the said amount by cheque by the Developers to the Flat Purchaser at the address given by the Flat Purchaser in These Presents, whether the Flat Purchaser encashes the cheque or not, will amount to the refund of the amount so required to be refunded.

6. In the event, the Flat Purchaser desires to cancel his/her/their Flat, the Earnest Money paid by the Flat Purchaser shall stand forfeited and the Flat Purchaser shall not be entitled to such Earnest Money paid by him/her/them to the Developers. It is further provided that in such circumstances, the Flat Purchaser shall also have to bear the loss, if any, being the difference amount in the rate at which the said Flat Purchaser booked the said Flat and the rate prevailing at the time of cancellation, by the Flat Purchaser, of the said Flat. The Flat Purchaser shall also have to bear and pay to the Developers, at the time of such cancellation, the brokerage charges (if the flat is purchased through broker) which brokerage shall have been already paid by the Developers to such broker. The Flat Purchaser will also be entitled to pay interest on the default payment as per the terms herein contained, at the time of making the accounts when the Flat Purchaser has expressed his desire to cancel the Flat. It is agreed by and between the parties that all the above referred amounts due and payable by the Flat Purchaser, as specified hereinabove, shall be deducted from the amount received by the Developers from the Flat Purchaser till the time of such cancellation.

7. The Flat Purchaser agrees to pay to the Developers interest at the rate of 24% per annum on all the amounts which become due and payable by the Flat Purchaser to the Developers under the terms of this agreement from the date each of the said amount is payable by the Flat Purchaser to the Developers until payment PROVIDED HOWEVER and it is hereby expressly agreed that the provision shall neither authorize the Flat Purchaser to delay the payment of any installment of the purchase price of the Flat nor prejudice, limit or affect any of the provisions herein contained or any of the powers or remedies of the Developers herein contained. Under no circumstances, the possession of

the said Flat shall be given to the Flat Purchaser unless and until all payments required to be made under This Agreement by the Flat Purchaser to the Developers are complied with by the Flat Purchaser.

8. Without prejudice to the above the Developers other rights under this Agreement and/or in law, the Developers may at its own option accept from the Flat Purchaser the payment of the defaulted installments on the Flat Purchaser paying to the Developers interest on the defaulted installments at the rate of 24% per annum for the period during which the payment has been delayed.

9. The Developers hereby agree 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 or at the time of sanctioning the said building plans or thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser, obtain from the concerned Local Authority Occupation and/or Completion Certificate in the respect of the said Building or the Flat as the case may be.

10. The Developers hereby declare that the Floor Space Index available is in respect of the said property only and that no part of the said Floor Space Index has been utilized by the Developers elsewhere for any purpose whatsoever. In case any part of the said Floor Space Index shall be utilized by the Developers elsewhere, then the Developers shall furnish to the Flat Purchaser all the detail particulars in respect of such utilization of such part of the said Floor Space Index by them. In case while developing the said land the Developers have utilized any Floor Space Index of any other land or property either on account of amalgamation of such other land or property with the said Premises or by way of floating Floor Space Index or which may become available under any transfer of development rights as also any additional FSI that may become available in respect of staircase or on account of change of any rules then the particulars of such Floor Space Index shall be disclosed by the Developers to the Flat Purchaser. The residual F.A.R. (F.S.I.) of the said Premises and/or in the plot or the layout not consumed will be available to the Developers till such time the project is completed in all respects.

11. The Developers hereby agree that they shall, before handing over possession of the Flat to the Flat Purchaser and in any event admitting the Flat purchasers as members of the said Society in the buildings to be constructed on the said property, make full and true disclosure of the nature of the title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, and shall, as far as practicable, ensure that the said property is free from all encumbrances and that the said Society and the Developers have absolute, clear and marketable title to the said property.

12. The fixtures, fittings and amenities to be provided by the Developers in the Premises and the said building are those that are set out in Annexure hereto.

13. The Developers 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) non-availability of steel, cement, other building material water or electric supply; or
- ii) war, civil commotion or act of God; or
- iii) any notice, order, rule, notification of the Government and/or other public or competent Authority; or
- iv) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- v) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; or
- vi) delay or default in payment of dues by the Flat Purchaser under These Presents (without prejudice to the right of the Developers to terminate this Agreement under clauses mentioned above. In that event the period of possession will automatically stand extended.

14. The Flat Purchaser shall take possession of the Flat within 7 days of the Developers giving written notice to the Flat Purchaser intimating that the said Flat is ready for use and occupation: Provided that if within a period of One Year from the date of handing over the

Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Developers any structural defect in the Flat or the building in which the Flat is situated or the material used therein or any unauthorized change by the Developers in the construction of the said buildings then wherever possible such defects or unauthorized changes, shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defect or unauthorized change, then the Flat Purchaser shall be entitled to receive from the Developers reasonable compensation for such defect or change.

15. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used for purpose of residence and for no other purpose whatsoever and likewise He/She shall use the covered/open car parking space only for purpose of for keeping or parking the Flat Purchaser's own vehicle and for no other purpose and also not for keeping any other person's vehicle.

16. The Flat Purchaser along with other purchasers of flats in the building shall become members of the said Sahakar Nagar Shweta Co-operative Society Ltd., and for this purpose the Flat Purchaser shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member, including the bye-laws of the proposed Society and duly fill in, signed and return to the Developers within 7 days of the same being forwarded by the Developers to the Flat Purchaser, so as to enable Developers to admit the Flat purchaser as member of the said Society.

17. Commencing 7 days after notice in writing is given by the Developers to the Flat Purchaser that the Flat is ready for the use and occupation, the said Flat shall be at the Flat Purchasers' risk in all respects including against any risk of the nature of theft, burglary etc., and that the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flats) of outgoings in respect of the said land and buildings namely, Local taxes, revenue and N.A. assessment betterment charges or such other levies under any head whatsoever 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 to the

management and maintenance of the said land and building/s. transferred to it, the Flat Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser share is so determined the Flat Purchaser shall pay to the Developers provisional monthly contributions of Rs._____ per month towards the outgoings and the Developers shall be entitled and be at liberty to appropriate the same or so much portion towards such outgoings and the balance if any of the amounts so paid by the Flat Purchaser to the Developers shall not carry any interest and remain with the Developers until such time the Developers hands over the charges to the said Society after completion of the entire project. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

18. The Flat Purchaser shall on or before delivery of possession of the said Flat/Covered/Open car parking space keep deposited with the Developers the following amounts:-

- i) Rs. 10,000/- for legal charges.
- ii) Rs. 1360/- for share money, application entrance fees of the Co-operative Society.
- iii) Rs._____ for proportionate share of taxes and other charges.
- iv) Rs. 25,000/- for payment to Reliance for electric meter .

19. The Developers shall utilize the sum of Rs._____ paid up by the Flat Purchaser to the Developers for meeting all legal costs, charges and expenses, including professional costs of the Advocates and Solicitors of the Developers in connection with completing all the formalities of admitting the Flat Purchaser as member of the said Society.

20. All the stamp duty and registration charges and other levies whatsoever of and incidental to this Agreement and the Conveyance and other necessary assurances to be executed in pursuance hereof or otherwise, and whether now payable/chargeable or hereafter payable or chargeable or charged shall be exclusively and entirely borne and paid by the Flat Purchaser. At the time of entering into this Agreement the Flat Purchaser

shall pay the stamp duty and registration charges payable on This Agreement and/or any other document that may be required to be prepared.

21. The Flat Purchaser himself/herself with intention to bind all persons into whosoever hands the Flat may come, doth hereby covenant with the Developers as follows:-

- a) To maintain the Flat at Flat Purchaser's own cost in good tenantable repair and condition from the day commencing 8(Eight) days after notice in writing is given of possession of the Flat is taken whichever is earlier by the Developers that the Flat is ready for occupation and use or from the date and shall not do or suffered to be done anything in to the building in which the Flat is situated, staircase or any passages or other common area and/or service facilities which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof or the staircase, passages or other common areas or service facilities whatsoever.
- b) Not to store in the Flat any goods which are or may be of hazardous, combustible or of dangerous nature or are so heavy or otherwise of such a nature 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 not carry or cause to be carried heavy packages on upper floors 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 Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach, including to make good all and any such damage thereby caused.

- c) To carry out at his/her own cost all internal repairs to the said Flat in good workman like manner and maintain the Flat in the same conditions, state and order in which it was delivered or offered for delivery by the Developers to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or to the Flat or any of the common areas or service facilities which may be in contravention of the rules and regulations and buy-laws of the concerned local authority or other public authority and in the event of the Flat purchaser committing any act in contravention of the above provisions, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority as well as to the purchasers or acquirers of other flats in the said building, and shall throughout keep the Developers, the Purchaser of other flats and the Co-operative Society to be formed indemnified and save them harmless of from and against any such action and consequences on account thereof.
- d) Not to demolish or cause to be demolished the Flat or any part thereof, not 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, no any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drain pipes and other service facilities in the Flat and appurtenances thereof 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 damage the columns, beams, walls, slabs or RCC Pardis or other structural members in the Flat without the prior written permission of the Developers and/or the Co-operative Society.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building in which the Flat is situated or

any part thereof or whereby any increased premium shall become payable in respect of the insurance .

- f) Not to throw dirt rubbish, rags garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and/or the building in which the Flat is situated.
- g) Pay to the Developers within Eight (8) days from the date of demand by the Developers his/her share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection and meters to the building in which the Flat is situated, including towards proportionate share of the expenses for providing an Electric Sub-Station which shall include cost of land and of construction and also of equipment if any.
- h) To bear and pay increase in all outgoings including 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 use of the Flat by the Flat Purchaser viz., user for any purposes other than for residential purpose or of user of garage for any purpose other than parking of motor vehicle.
- i) The Flat Purchaser shall not let, sub-let, under let, give on leave and licence or caretaker basis or transfer or assign or part with Flat Purchaser's interest of benefit factor of this Agreement or part with the possession of the Flat or any portion thereof or otherwise induct anyone whomsoever in the possession of the Flat or any portion thereof until all the dues payable by the Flat Purchaser to the Developers under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of the nonobservance of any of the terms and conditions of this Agreement and until the Flat Purchaser has obtained permission in writing of the Developers.

- j) The Flat Purchaser shall duly and faithfully abide by, observe and perform all the rules and regulations which the Co-operative 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 Flat Purchaser shall also duly and faithfully abide by, observe and perform and carry out and comply with all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings under whatsoever head and wherever levied in accordance with the terms of this Agreement.
- k) Till the completion of the entire project of the building in which Flat is situated, the Flat Purchaser shall permit the Developers and their Architects, Surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building and the said Flat or any part thereof to view and examine the state and conditions thereof.

22. The Developers shall maintain a separate account in respect of sums received by the Building from the Flat Purchaser as advance or deposit, sums received on account of the share capital for admitting the Flat Purchaser as member of the said Society or towards the outgoings and legal charges and shall utilize the amounts only for the purpose for which they have been received.

23. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Flat Purchaser as a grant, demise or assignment in law of the said Flat or of the said land and Building or any part/s thereof or any interest therein. The Flat Purchaser shall have no claim save and except the right of occupation and use for lawful purpose in respect of the Flat hereby agreed to be sold to him/her and it is hereby expressly agreed

that all open spaces, parking space lobbies, staircase, terraces, recreation spaces etc., will remain the property of the Developers until the said land and Buildings are transferred to the Co-operative Society as hereinbefore mentioned.

24. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance or non-performance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Developers.

25. The Flat Purchaser shall present this Agreement at the proper registration office for registration at least one month prior to the expiry of the time limit prescribed by the Indian Registration Act, 1908 and communicate to the Developers the Registration Office where and the Serial Number under which the same is/are lodged for registration and thereupon the Developers will attend such office and admit execution thereof.

26. All notice/intimation to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser, By Registered Post A. D./ Courier at his/her address specified below:

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27. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace-flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Developers or the Co-operative Society as the case may be, but same shall be kept open to sky.

28. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder.

29. The Flat Purchaser shall also be liable to pay the necessary VAT/GST/Service Tax at such rate/s as may be prevailing from time to time on the execution of These Presents.

30. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act 1963 and to the rules made thereunder.

31. All disputes and differences whatsoever which may at any time hereafter (whether during the continuance of This Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective successors-in-title and permitted assigns touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations and liabilities of the parties hereto or either of them under it by virtue of This Agreement or otherwise or as to any other matter in any way connected with or arising out of in relation to the subject matter of This Agreement shall be governed by and determined in accordance with and subject to the provisions of the law of Arbitration in force in India or any statutory modification or re-enactment thereof for the time being in force and in accordance with the provisions thereof. The Arbitration proceedings shall be held in Mumbai.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece and parcel of lease hold land situate and lying underneath and appurtenant to Building No.8 bearing Survey No.14 A part, C.T.S.No.56 part at Sahakarnagar 1, Chembur, Mumbai 400 071 in the Registration Sub-District of Bandra Mumbai Suburban District and bounded as follows:

On or towards the North by : Building No.9

On or towards the South by : Building No.7

On or towards the East by : 30' wide Road

On or towards the West by : Playground

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat bearing No. ____ on the ____ Floor, admeasuring area 715 sq. ft. carpet and one car parking space in the compound of the building situate, lying and being at Building No. 8, Sahakar Nagar Shweta Co-op. Housing Society Ltd, Sahakar Nagar I, Chembur, Mumbai 400 071, within the Registration Sub-District of Mumbai suburban.

IN WITNESS WHEREOF the Developers and the Flat Purchaser have set and subscribed
their respective hands hereto the day and year first hereinabove written.

SIGNED AND DELIVERED by the)

withinnamed “DEVELOPERS”)

M/S.ATHARVA DEVELOPERS)

PAN NO. AARFA5813A)

through one of its Partner)

SHRI. NEELESH VINAYAK KETKAR)

in the presence of)

.....)

.....)

SIGNED AND DELIVERED by the)

withinnamed “FLAT PURCHASERS”)

_____)

PAN NO. _____)

in the presence of)

.....)

.....)

RECEIPT.

RECEIVED of and from the withinnamed)

Flat Purchasers the sum of Rs. _____/-)

(Rupees _____ Only)

by various payments being the within mentioned)

amount of Earnest Money on the execution of)

This Agreement)

WITNESSES:

WE SAY RECEIVED.

FOR ATHARVA DEVELOPERS

PARTNER

DATED THIS _____ DAY OF _____ 2017.

M/S. ATHARVA DEVELOPERS

..... DEVELOPERS.

AND

..... FLAT PURCHASERS.

A G R E E M E N T F O R S A L E

OF FLAT NO. ____ ON _____ FLOOR
