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AGREEMENT FOR SALE OF FLAT

THIS **AGREEMENT** made at Mumbai this ____ day of _____, Christian Year Two Thousand Twenty-_____ (20___)

BY AND BETWEEN

M/s. GURUKRUPA GROUP BUILDERS AND DEVELOPERS LLP, a registered partnership firm incorporated under the provisions of the Indian Partnership Act and having its office at C-106, Vashi Plaza, Sector-17, Vashi, Navi Mumbai - 400 703, having **LLPIN (AAW-7205)** and Permanent Account Number (**PAN: AAWFG6624L**) and represented by its partners, **Mr. Mahesh Lira Verat** and **Mrs. Urmila Mahesh Verat**, hereinafter referred to as "**Developer**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner) of the **FIRST PART**;

AND

1. _____, Age: _____ Years, (PAN: _____);
2. _____, Age: _____ Years, (PAN: _____), Indian Inhabitant/s having his/her/their address at _____, hereinafter referred to as the '**FLAT PURCHASER(S)**' (which expression shall unless repugnant to the context or meaning thereof mean and include as individual his/her/their/its heirs, executors, administrators and permitted assigns/their respective heirs, executors, administrators and permitted assigns; and/or in case of a partnership firm, executors, administrators or the permitted assigns of such last survivor of them; and/ or in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **SECOND PART**

The Developer and the Purchaser(s) are hereinafter for the sake of brevity collectively and jointly referred to as "**PARTIES**" and individually as "**PARTY**".

WHEREAS:

1. Maharashtra Housing and Development Authority (hereinafter referred to as "**MHADA**") is the owner of plot of Land admeasuring approximately 1407.48 sq. mt. Or thereabouts as per the demarcation by the Executive Engineer, MHADA plot bearing C.T.S No. 356 (Pt), S. No. 113 (Pt) at Kannamwar Nagar no.2 Vikhroli (E), Mumbai- 400083, of Village Hariyali. The MHADA erected a four storeyed building No. 139 and allotted 50 apartments in the registration Sub-District of Mumbai, Mumbai District, consisting more particularly mentioned in the **FIRST SCHEDULE OF THE PROPERTY** herewith, (Hereinafter referred to as the "**SAID PROPERTY and SAID PLOT**"). The 50 tenants together later formed a Co-operative Housing society and named it as "**Kannamwar Nagar Shram-Seva CHS. Ltd**" and registered it under 'Maharashtra Co-operative Societies Act, 1960', **BOM/HSG/8071 of 1983**, dated **06.11.1983** for the sake of brevity hereunder referred to as "**THE SAID SOCIETY**".
2. Pursuant to the Indenture of Lease dated **31st March, 1992**, (hereinafter referred to as the "Indenture of Lease") executed by MHADA as the Lessor and the Society as the Lessee registered in the Office of the Sub-Registrar of Bombay, MHADA demised unto the Society, a portion of the said Plot admeasuring approximately 1407.48 sq. mtrs, C.T.S No. 356 (Pt), S. No. 113 (Pt) at Kannamwar Nagar no.2 Vikhroli (E), Mumbai-400083, of Village Hariyali. (Hereinafter referred to as "said Leased Land") at or for the term of Ninety /Ninety-Nine years as recorded therein, commencing from 01.04.1980 and upon the terms and conditions as contained therein;
3. Pursuant to the **Deed of Sale** dated **31st March, 1992** executed by MHADA as the Vendor and the Society as the Purchaser, registered in the Office of the Sub-Registrar of Assurances at Bombay (hereinafter referred to as the "Deed of Sale"), MHADA sold, conveyed, transferred and assigned to the Society the building standing the said Leased Land known as "**Building No. 139**" (hereinafter referred to as the "Existing Building");
4. In the premises aforesaid the said Society is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said Land and is the owner of the old Building standing thereon and the old Building, hereinafter collectively referred to as the "**said Property**" which is more particularly described in the **First Schedule** hereunder written;
5. The said tenants or existing members of the Said Society having rights and being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property having good and marketable title and are also entitled to deal with and/or assign/let/transfer the same in any manner and/or consume the

additional / enhanced FSI as agreed under "total FSI" as may be allowed by M.H.A.D.A. or concerned competent authorities from time to time and also to undertake redevelopment project/ scheme on the said property, but with prior permission of the M.H.A.D.A. and concerned competent authorities.

6. In view of the age and condition of the Existing Building, the condition of the old Building has deteriorated over time period and requires extensive repairing. The repairing cost of the old Building shall be substantial, which the present members are not in a position to pay. Hence, all members decided to redevelop the said old building and for that purpose the said society followed the due process of law as provided under Section 79(a) of Maharashtra Co-operative Societies Act 1960 and to that effect the members at large decided to appoint Developer in their Special General body meeting on **9th October, 2022**. The Developer vide its resolution resolved to undertake and implement Redevelopment of the Said society. Therefore, the schemes/objectives of proposed redevelopment project agreed between the Developer and the Society was;

- (i) To demolish the existing said building, to commence the construction of new building as per eligible FSI, Intimation of Approval, Approved plans and drawings, Commencement Certificate, other permissions, etc., obtained/ to be obtained from M.H.A.D.A. and/or concerned competent authorities.
- (ii) To allot 50 new flats to existing members of the said society inhabitant of the said Building.
- (iii) To sell the proposed "New Premises/Flats" (other than society's existing members new premises/flats) forming part of "The Saleable Area/s of the Developer" at such terms and conditions as the Developer" may deem fit and proper, to receive the sale proceeds/money in respect thereof and execute agreement/s for sale with prospective buyers/flat Purchaser(s), handover vacant and physical possession upon obtaining Occupation Certificate.

Hence, the new apartments/flats of the existing members of the society and new apartments/Premises/Flats" (other than society's existing members) forming part of the Saleable Area/s of the Developer collectively called as "**THE SAID PROPOSED BUILDING**".

7. The developer has acquired the "Development Rights" for the proposed redevelopment project of the said building by and virtue of:

- a. A **Development Agreement** duly registered at the Sub-Registrar of assurances on **16th March, 2023**, under **Sr. No. KRL3-5046-2023** and **Supplementary Development Agreement** duly registered at the Sub-Registrar of assurances on **23rd March, 2023** under **Sr. No. KRL3-5521-2023** duly executed between Developer, Said Society and the existing members of the said society.
- b. A "**Power of Attorney**" executed by the Said Society in the name of Developer to do various acts, deeds, matters and things for the development of said Property which is duly registered with the sub-registrar of assurances under **Sr. No. KRL-5047-2023, dated 16th March, 2023** thereby appointed "Developer" consisting of partners (i) "Mr. Mahesh Lira Verat" and (ii) "Mrs. Urmila Mahesh Verat", as the true and lawful attorney of the existing 50 Members and of the Society for furtherance of the proposed redevelopment project, until its completion thereof. Copies of Index-II of the registered Development Agreement & Supplementary Development Agreement is annexed and marked as **ANNEXURE- A**.

8. The Developer shall execute the 'Permanent Alternate Accommodation Agreement' with the existing members of the said society and the said society through its 'Managing Committee and all being individually registered before Sub-Registrar of Assurances under respective serial numbers. The Developer has perfectly affected the terms and conditions of allotments and transfer of the ownership of 50 (Fifty)

proposed New flat/New tenements unto each of the existing members of the Society and agreed to provide 30 podium car parking to the existing society exclusively.

9. The existing members of said Society jointly have handed over vacant, peaceful and physical possession of their individual tenement and also old building mentioned in **SCHEDULE ONE** herewith, to the Developer for the redevelopment, on the basis of approvals and permissions issued by MHADA and other competent Authorities for demolition and further development of the old building. Therefore on the basis of No Objections (N.O.C.), Intimation of Approval (I.O.A.), Amended Approved Plan/s, Commencement Certificate for plinth and other requisite permissions, sanctions etc. received from M.H.A.D.A. and/or M.C.G.M. and/or concerned competent authorities, Developer shall demolish the Said old Building and other structure/s standing thereon and shall commence the construction of new building/s consisting of Ground plus six podiums and upper habitable floors to be known as "**GURUKRUPA DARSHANAM**" as per the approvals and the permissions in the Offer Letter/s, and have complied with the terms and conditions appearing therein. The Developer has made payments to M.H.A.D.A. and/or concerned competent authorities towards premium for securing FSI and other permissions and made payment to the Existing members of the said Building towards various heads of expenses to secure temporary alternate accommodation etc. and that the entire scheme of proposed redevelopment project shall be executed as per permissions obtained/ to be obtained from time to time and the terms and conditions as appearing in the Development Agreement. Collectively attached hereto are all requisite permissions, Approvals, Resolution as **ANNEXURE-B**.
10. The Developer are constructing the said Building as a real estate project (hereinafter referred to as the "**SAID PROJECT**") as provided under Section 3 of Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Developer have registered the said Project under the provision of the RERA and the RERA Rules with the Real Estate Regulatory Authority ("**RERA Authority**") at Mumbai under No. (RERA No. _____) on (Date _____). A copy of RERA Registration Certificate issued by the Authority is annexed and marked hereto as **ANNEXURE- "C"**:

(The relevant details attached to this Agreement are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.)
11. Upon understanding the scheme/objectives of proposed redevelopment project, the Purchaser(s) herein approached to the Developer and expressed his/her/their desire to purchase _____ **BHK Flat**, RERA carpet of _____ **Sq. Mt.** + _____ **Sq. Mt** Balcony Area, total _____ **Sq. Mt** in _____ Wing Area in the under-construction redevelopment project with _____ **Car podium Parking space on level—**_____ and accordingly the Developer agreed to sell the desired Flat as more particularly mentioned in **SECOND SCHEDULE** herein to the Flat Purchaser(s) at a price, consideration, negotiated and agreed upon, as mentioned herein.
12. The Purchaser(s) after having investigated and after being fully satisfied with all documents in respect of title of the Said Society and rights of the Developer for said Proposed Redevelopment Project and hereby confirms that he/she/they shall not be entitle to raise any requisition or objection or have any dispute in that behalf. The flat purchaser requested the Developer to allot him/her/them _____ **BHK flat** on _____ **Floor**, _____ **Wing** and having **Flat No.** _____ admeasuring; RERA carpet of _____ **Sq. Mt.** + _____ **Sq. Mt** Balcony Area, total _____ **Sq. Mt** Area with **one Car podium Parking space on level—**_____ in the New Building to be constructed on the said Proposed Redevelopment Project Land, which flat is shown in color hatch lines on the typical floor plan annexed and marked as **ANNEXURE- D** hereto (hereinafter

referred to as the "SAID FLAT/APARTMENT") for the consideration of Rs. _____/- (Rupees Only),

 (hereinafter referred to as the "SAID SALE PRICE") and on the terms and conditions described hereunder written.

Type	Wing	Flat No.	Flat Area (RERA)	Balcony Area	Total Area
__ BHK	—	—	___ Sq. Mt.	___ Sq. Mt.	___ Sq. Mt.

13. That both the parties after signing, shall present this agreement at the applicable registration office for registration within the time limit prescribed by the Registration Act and Developer or their Constituted Attorney will attend such Sub-Registrar's office and admit the execution thereof.
14. The Purchaser(s) has/have demanded inspection from the Developer and the Developer have given inspection to the Purchaser(s) of all documents of title relating inter-alia to the said Property and the said Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Developer's Architects, the Title Certificate, revenue records and all other documents as specified under the RERA Act and the RERA Rules, as amended up to date.
15. Under section 13 of the RERA, the Developer are required to execute a written Agreement for Sale in respect of the said Apartment agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents and also to register this Agreement under the Indian Registration Act, 1908;
16. Relying upon the said applications, declaration and agreement herein contained, the Developer have agreed to allot to the Purchaser(s) the said Flat/Apartment, at the particular Sale Price and on the terms and conditions hereinafter appearing
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **RECITAL TO FORM AN INTEGRAL PART**

All the aforesaid recitals and representations hereinabove shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and the same are to be interpreted, construed and read accordingly.

2. **DEFINITIONS AND INTERPRETATIONS**

In the agreement, (i) Capitalized terms defined by inclusions in quotations and/or recitals and/or parenthesis have the meanings so ascribed and described and (ii) The following terms shall have the following meanings assigned to them;

a. **"THE SOCIETY"**

'The Society' shall always mean and include the "**Kannamwar Nagar Shramseva CHS. LTD**, a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **BOM/HSG/8071 of 1983**, dated 06.11.1983 having its registered office at Building Number 139, Kannamwar Nagar Shramseva CHS. Ltd., Kannamwar Nagar-2, Vikhroli East, Mumbai-400083, and comprising of 50 members. 'The Flat Purchaser/s' of respective flats in the newly redeveloped shall be inducted as the incoming members of 'The Society'.

b. **"M.H.A.D.A."**

'M.H.A.D.A.' shall always mean and include (i) Maharashtra Housing and Area Development Authority, herein referred to as M.H.A.D.A. (ii) Maharashtra Housing and Area Development Board (M.H.A.D.B.) and (iii) Mumbai Buildings Repairs and Reconstruction Board (M.B.R.R.B.) a statutory corporation constituted under Maharashtra Housing and Area Development Authority Act - 1976 (MAH-XXVIII of

1977), having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai – 400051, hereinafter referred to as ‘M.H.A.D.A.’

c. **“M.C.G.M.”**

‘M.C.G.M.’ shall always mean and include Municipal Corporation of Greater Mumbai, a statutory corporation constituted under Bombay Municipal Corporation Act, 1988, having its Head Office at Brihanmumbai Municipal Corporation Building, Opp. Chhatrapati Shivaji Maharaj Terminus, Fort, Mumbai – 400001 and other offices in the respective Wards of Mumbai (City, Suburbs and Extended Suburbs).

d. **“RERA”**

‘RERA’ shall always mean and include The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

e. **“CONCERNED COMPETENT AUTHORITIES”**

‘Concerned Competent Authorities’ shall always mean and include all the departments of M.H.A.D.A. and/or M.C.G.M. and/or Collector, Tahsildar, Surveyor Land Records, Airport Authority of India, Honorable Courts etc. capable, competent and authorized to grant, allow, disallow etc., all the requisite permissions/sanctions etc., for the further of proposed redevelopment project, until its completions thereof.

3. PROPOSED REDEVELOPMENT PROJECT

3.1. The Proposed Redevelopment Project’ shall always mean and include the building/s to be constructed on all that plot and/or piece or parcel of land bearing corresponding forming part of bearing C.T.S No. 356 (Pt), S. No. 113 (Pt), Village Hariyali at Kannamwar Nagar Vikhroli (East), Mumbai and the said under construction building shall be known as **“GURUKRUPA DARSHANAM”**. The New Building shall comprise of Ground plus six podium and upper habitable floors.

3.2. The Developer shall construct the said Building consisting of Ground plus upper floors on the said Land/Plot in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser(s) with such variations and modifications as may consider necessary or as may be required by the Government, MHADA, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Developer undertakes to intimate the Purchaser(s) in writing, in respect of any variations or modifications which may adversely affect the said Apartment, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser(s);

3.3. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in the list of amenities.

3.4. CARPET AREA AS PER RERA

‘Carpet Area as per RERA’ shall always mean and include that the carpet area is means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.”

3.5. THE REQUISITE DOCUMENTS TO SELL NEW FLATS

‘The Requisite Documents to Sell the New Flats’ shall always mean and include issuing and/or accepting and/or handing over (i) Application Form (ii) Allotment Letter / Reservation Letter of Flat (iii) Demand Letter/s for Payments towards Instalments due, (iv) Notices, ‘No Objection Certificate’ (N.O.C.) for obtaining Home Loan/s, Mortgage etc. (v) Receipts of Payments (vi) Entering and Executing Agreement for Sale, Sale

Deed, etc. (vi) and/or in case/s of cancellation to issue Letter for Cancellation of Allotment/ Cancellation of Reservations of Flat (vii) Cancellation Deed/Rectification Deed (viii) Possession Letter and/or any other documents, ancillary to such deals which the /Developer' may require to enter into in future, from time to time, with the Prospective Buyer/ Flat Purchaser(s), as the case may be. The documents mentioned above are indicative and not exhaustive.

3.6. THE SALEABLE AREA OF THE DEVELOPER

That in future, from time to time, Developer is entitled to load, use, utilize, either in parts or in full all the FSI as mentioned under 'Total F.S.I.' upon utilizing and/or consuming the 'Total F.S.I.', new flats shall be constructed in the new 'Said Building' being the proposed 50 (Fifty) New Flats' allotted to 'The Existing Members of said Society', the remaining proposed 'New Flats' to be constructed in the building, shall always be the part of the "Saleable Areas of the Developer'.

3.7. THE REQUISITE COSTS

'That the Requisite Cost' shall always mean and include all the costs, from time to time at present and/or in future, including the payments of premiums/s and/or charges to M.H.A.D.A. and/or M.H.A.D.B. and/or to M.C.G.M. and/or to Concerned Competent authorities for (i) F.S.I. (ii) Open Space Deficiency, Scrutiny Fees, Development Charges, other deposits etc. (iii) Construction of new building/s with amenities thereon including purchases of raw materials and delivering them at the site, viz. Cements, Sand (Reti), Iron Bars, Stones, Brick/s, Autoclave aerated concrete blocks, Ready mix cement concrete, Materials required for constructions, Doors, Tiles, Sanitary wares, Wires, Switches, Pipes, Aluminum, Glass, M.S. Grill, Paints, Decorative materials, Hardware items, and/or providing all the amenities as agreed herein and/or make payments to labor's, wages, insurance premiums, and/or engaging services of agents, agencies, architects, engineers, consultant professionals and paying their professional fees and/or installing/erecting mechanism for providing other materials required for construction of the said building/s more particularly as agreed in the list of amenities, including supply of electricity and water and in short all the costs to be incurred to erect the said building/s and complete the flats with all internal amenities as agreed herein.

PROVIDED THAT 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.

3.8. CAR PARKING(S)

- a. The Developer is providing Podium car Parking system of the said New Building for parking of vehicle as per the parking layout plan approved by the Planning Authority out of which the Developer hereby allot **_____ podium car Parking space on level – _____** to the Purchaser(s) being incidental to the said Flat to park his/her/their vehicle.
- b. The Purchaser(s) herein agree/s and confirm/s that he/she/they shall not raise any objection to the designation/ selections of parking done/ to be done by the Developer for other purchasers and accept designation of the Parking(s) to be allotted to the Purchaser(s) herein and the Purchaser(s) hereby agree/s and undertake/s that the Purchasers shall proportionately bear the costs and expenses of the maintenance of such Podium Car Parking system;
- c. The Flat Purchaser(s) shall not be entitled to park his/her/their vehicle anywhere else

and he/she/they shall be liable to pay the Property Tax, Maintenance Charges in respect of said Parking as may be assessed by the local body or as may be determined by the Society. The Flat Purchaser(s) shall only be entitled to transfer the said Parking along with the said Flat in favor of third party. The Flat Purchaser(s) shall not use the said Parking for any such purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring premises nor for any illegal or immoral purpose. The Flat Purchaser(s) agrees not to change the use of the said Parking without obtaining prior consent of the Society in writing and without obtaining approval from the Planning Authority.

4. PURCHASE OF THE SAID APARTMENT/PREMISES AND SALE PRICE

- 4.1.** The Purchaser(s) hereby agree/s to purchase from the Developer and the Developer hereby agree to allot to the Purchaser(s) the said Apartment/Premises being on — Floor, ___ Wing with Flat No. ___ admeasuring RERA carpet of ___ Sq. Mt. + ___ Sq. Mt Balcony Area, total ___ Sq. Mt Area **One Car podium Parking space on level - ___** in the said Building for the lump sum price of Rs. _____/- (**Rupees _____ Only**), (hereinafter referred to as “Said Sale Price”). The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or

PAYMENT SCHEDULE

application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____) payable by the Purchaser(s) to the Developer in the manner as mentioned below.

PARTICULAR	PERCENTAGE
ON BOOKING (INCLUDING OF TOKEN AMOUNT)	10%
ON COMPLETION OF EXCAVATION	20%
ON COMPLETION OF PLINTH	15%
ON COMPLETION OF 1ST & 2ND SLAB	2%
ON COMPLETION OF 3RD & 4TH SLAB	2%
ON COMPLETION OF 5TH & 6TH SLAB	2%
ON COMPLETION OF 7TH & 8TH SLAB	2%
ON COMPLETION OF 9TH & 10TH SLAB	2%
ON COMPLETION OF 11TH & 12TH SLAB	2%
ON COMPLETION OF 13TH & 14TH SLAB	2%
ON COMPLETION OF 15TH & 16TH SLAB	2%
ON COMPLETION OF 17TH & 18TH SLAB	1.50%
ON COMPLETION OF 19TH & 20TH SLAB	1.50%
ON COMPLETION OF 21ST & 22TH SLAB	1.50%
ON COMPLETION OF 23RD & 24TH SLAB	1.50%
ON COMPLETION OF 25TH & 26TH SLAB	1.50%
ON COMPLETION OF 27 TH SLAB	1.50%
ON COMPLETION OF INTERNAL PLASTER WORK, WALLS, FLOORING, DOORS	5%
ON COMPLETION OF SANITARY FITTING, STAIRCASES, LIFT WELLS, LOBBIES	5%
ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACE WITH WATER PROFING	5%
ON COMPLETION OF LIFT, ELECTRICAL FITTINGS, ENTRANCE LOBBY	10%
ON POSSESSION	5%
Total	100%

4.2. The Purchaser(s) hereby agree/s, covenant/s and undertake/s to pay the present outstanding and applicable tax shall be paid within 15 days from the date of execution of this Agreement failing to which the Purchaser(s) shall be liable to pay interest to the Promoters at the State Bank of India ("SBI") highest marginal cost of lending rate plus 2% p.a. as notified under the Act and Rules thereof or at such rate as is notified from time to time on all delayed payments from the due date till the date of payment thereof and it is agreed that any amount paid by the Purchaser(s) to the Promoter towards interest shall not be refunded and the Purchaser(s) cannot claim the refund of any interest paid to Promoter in any event, including event of termination and cancellation of this Agreement.

4.3. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4.1 of this Agreement.

4.4. In addition to the said Sale Price and the Statutory Charges (defined hereinafter), the Purchaser(s) shall pay to the Promoter all other amounts mentioned herein including the

amounts mentioned in the cost sheet as recorded hereinafter. Time as to payment shall be of the essence and the Purchaser(s) shall be liable to pay interest to the Promoters at the State Bank of India ("SBI") highest marginal cost of lending rate plus 2% p.a. as notified under the Act and Rules thereof or at such rate as is notified from time to time on all delayed payments from the due date till the date of payment thereof STATUTORY CHARGES The said Sale Price is escalation-free, save and except escalations / increases, due to increase on account of development charges, land under construction charges, cost or levies, etc. payable to the competent authority and/or any increase in other 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 Purchaser(s) for increase in such charges, cost or levies imposed by the competent authorities, etc., the Promoter shall enclose such notification / order / rule / regulation / other document / etc. published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s) or separately, which shall be collected from the Purchaser(s) during subsequent payments.

- i. The Sale Price shall be subject to Tax Deduction at Source ("TDS") as may be required under prevailing law. The Purchaser(s) shall make payment of each instalment as stated above subject to proportionate deduction of TDS thereon. Provided further that any deduction of an amount made by the Purchaser(s) on account of TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser(s) submitting the original tax deduction at source challan / certificate and provided that the amount mentioned in the challan / certificate matches with the Income Tax Department site. It is further agreed and understood that notwithstanding what is stated herein below, the Promoter shall not handover possession of the said Flat to the Purchaser(s) in the event the Purchaser(s) fail to furnish the challan / certificate of the final payment due and payable by the Purchaser(s) under this Agreement.
- ii. The said Sale Price and all the other amounts payable by the Purchaser to the Promoter excludes all or any taxes or levies (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes and which may be levied, in connection with the construction of and carrying out the Project / development of the said Project) on account of the transaction contemplated herein. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to service tax, GST, Swachh Bharat Cess, Krishi Kayan Cess, land under construction tax and VAT, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies and/or any increases thereof ("Statutory Charges") under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of the said Flat and/or the transaction contemplated herein and/or in respect of the Sale Price and/or the other amounts are payable by the Purchaser(s) alone. The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoter shall be paid by the Purchaser(s) on demand made by the Promoter within 7 (seven) days from such demand, and the Purchaser(s) shall indemnify and keep indemnified the Promoter from and against the same. The Statutory Charges shall be borne and paid by the Purchaser(s) alone and the Promoter shall not be liable, responsible and/or required to bear and/or pay the same or any part thereof. Only upon payment of all amounts as contemplated in this Agreement the transfer of property in the said Flat shall take place.
- iii. The Purchaser(s) shall also fully reimburse the interests and expenses that may be incurred by the Promoter in the consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of any liability accrued due to default / delay/ non-compliance by the Purchaser(s). The Promoter shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of Service Tax / VAT / GST and other taxes, cesses, levies, etc. as applicable and the Purchaser(s) shall be

- deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable Service Tax / VAT / GST and other taxes, cesses, levies, etc. and the Promoters may, at their sole discretion, without prejudice to their other rights, charge a payment of Rs. Rs.5,000/- as Cheque Dishonor Charges in addition to the delayed interest computed as per the Interest Rate.
- iv. The Purchaser hereby agree that if Purchaser fails to make the payment as per the Agreement or in the repayment of the interest thereon or any of the agreed instalment of the payment on due date/s, the Promoter will have an unqualified right to disclose or publish Purchaser name, details and photograph(s) as defaulter in such manner and through such medium as the Promoter deem fit and proper and after that Purchaser will have no right, title and interest on the said flat and the Promoter as its sole discretion have right to sale the said flat to third party without executing deed of cancellation with the Purchaser.
- 4.5. The Purchaser(s) have/has to pay payment as per the payment cost sheet within 7 (Seven) days after the receipt of Demand Letter issued by the Developer time to time against the Purchaser.
- 4.6. If Purchaser(s) intended discount in the sale price against the early payment then Purchaser(s) will indemnify and keep indemnified to the Developer from all damages, loss, fine, cost which will be imposed by the **MAHARERA** due to early payment. In case of that Developer allows to Purchaser(s), in its sole discretion, a rebate for early payments of instalments mention herein above in Clause No. 4.1 payable by the Purchaser(s) by discounting which respective installments has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to Purchaser(s) by the Developer.
- 4.7. If Purchaser(s), is the resident outside India or having Non- Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/ issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration to the Developer in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority, the amount paid towards the sale price will be refunded by Developer as per rules without any interest and the allotment cancelled forthwith and Developer will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting earnest money.
- 4.8. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s). The said Sale Price is exclusive of all taxes, levies, duties, cesses, etc. In addition to the said Sale Price, the Purchaser(s) shall pay all other amounts mentioned herein. Any of the taxes including Goods and Services Tax ("**GST**"), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on the said Sale Price or on other amounts payable under this Agreement, shall be borne and paid by the Purchaser(s) alone and the Developer shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
- 4.9. The Purchaser(s) are aware that as per present statute, GST is leviable/ applicable on the said Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser(s) to the Developer in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser(s) hereby undertake(s) to pay the amount of the GST along with each

installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Developer shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser(s) shall be deemed to have committed default in payment of amount due to the Developer hereunder, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter, on the amounts payable by the Purchaser(s) to the Developer in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by authorities, the Purchaser(s) shall be solely and exclusively liable to bear and pay the same and the Purchaser(s) do and doth hereby agree and undertake to indemnify and keep indemnified the Developer and its partners from time to time and their survivors and the heirs, executors, administrators and assigns of the last surviving partner in respect thereof.

4.10. The Purchaser(s) further agree/s, undertake/s and covenant/s that while making the payment of installments of the said Sale Price and GST thereon, the Purchaser(s) shall deduct TDS (at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser(s) after making payment of TDS if applicable, shall file required forms with the Income Tax Authority in the prescribed format and on or before 1 month (one) from the date of registration or from the date of Installment amount paid on which respective form/s is/are filed, shall furnish challan to the Developer. The Purchaser(s) is/are aware that the time to make the payment of installments and GST and all other taxes as mentioned hereinabove is the essence of contract and in the event of delay on part of the Purchaser(s) to make the payment of any of the installment together with GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Developer to cancel and terminate this Agreement, the Purchaser(s) shall be liable to pay interest at the said Interest Rate to the Developer on all delayed payments from the due date till the date of realization thereof.

5. EVENT OF DEFAULT, FAILURE IN PAYMENT OF THE SAID SALE PRICE AND CONSEQUENCES

5.1. The Developer shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

5.1.1 If the Purchaser(s) delays or commits default in making payment any of the amounts and/or installments of any amount payable under this Agreement or otherwise;

5.1.2 If the Purchaser(s) commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;

5.1.3 If the representation, declarations and/or warranties etc. made by the Purchaser(s) in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser(s) is untrue or false;

5.1.4 If the Purchaser(s) has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

5.1.5 If receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser(s) or in respect of all or any of the assets and/or properties of the Purchaser(s);

5.1.6 If the Purchaser(s) have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser(s) 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.

- 5.1.7 If the Purchaser(s) carries out any structural alteration and/or addition in respect of the said Apartment or said Project/ Building or any part thereof;
- 5.1.8 If the Purchaser(s) fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Apartment or any part thereof;
- 5.2. On happening or occurring of any of the Event of Default, the Developer without any further act and/or reference and/or recourse to the Purchaser(s) and in the event of the Developer so terminating this Agreement, the Developer shall be entitled to forfeit a sum equivalent to 5% (five percent) of the amount of the said Sale Price as receivable by the Developer from the Purchaser(s) hereunder plus brokerage charges, if any. The Developer shall also be free and entitled to deal with the said Apartment, in any manner as the Developer in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser(s) and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration of any document or deed of cancellation. The Developer shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the said Sale Price and/or interest and/or otherwise.
- 5.3. Provided that prior to termination of this Agreement, the Developer shall give a notice of 30 (thirty) days in writing to the Purchaser(s) ("**Default Notice Period**"), by courier/ e-mail/ registered post A.D. at the address provided by the Purchaser(s), intimating the Purchaser(s) with the specific breach or breaches of the terms and conditions of this Agreement. If the Purchaser(s) fail(s) to rectify the breach or breaches mentioned by the Developer, within the Default Notice Period, then at the end of the Default Notice Period, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser(s) ("**Developer Termination Notice**") to be served by courier / e-mail / registered post A.D. at the address provided by the Purchaser(s) and thereafter, this Agreement shall stand terminated and cancelled. The refund without any interest thereon shall be made to the Purchasers within a period of 30 (thirty) days from date of termination provided the Purchasers executes a Deed of Cancellation in respect of the said Flat with the Developer and admits execution of such Deed of Cancellation before the concerned sub-registrar of assurances at the costs and expenses of the Purchasers and hands over originals of all the documents executed in respect of the said Flat including the Agreement for Sale, to the Developer. The amount of refund to be paid by the Developer in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement and other amounts payable by the Purchaser(s) hereunder (as may be payable by the Purchaser(s), up to the date of termination).
- 5.4. In the event of the Purchaser(s) committing default of the payment of the installments of the said Sale Price or otherwise and in the event of the Developer exercising their right to terminate this Agreement, the Purchaser(s) shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Purchaser(s), at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser(s) has/have cleared the mortgage/debt/charge within 15 days from the Developer Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser(s) shall be entitled to the refund of the amount (if any). However, the Developer shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser(s) from the balance amount standing to the credit of the Purchaser(s) with the Developer towards the said Apartment and (paid by him/her/them to the Developer towards the said Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Apartment. Only on receipt of such letter of

clearance of mortgage debt from such bank, financial institution etc. the Purchaser(s) shall be entitled to refund the balance amount standing credited to the account of the Purchaser(s) (if any) with the Developer towards the said Apartment. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser(s) to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser(s) shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser(s) has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser(s) shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser(s) has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser(s) is rejected. In the event of the failure of the Purchaser(s) to pay the installments of the consideration amount, the Developer shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser(s) shall forthwith, on demand pay to the Developer his /her / their proportionate share to make up such deficit.

- 5.5. The Purchaser(s) hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/ allotted/s/ nominee/s and/or otherwise into upon the said Premises, in an event of termination of this Agreement by the Developer PROVIDED HOWEVER THAT strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may (without being obliged or being bound to do so), instead of terminating this Agreement as aforesaid, permit the Purchaser(s) to pay the said installments after their respective due dates but after charging interest thereon at the agreed interest rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser(s) till the date of actual payment thereof).
- 5.6. In the event of any delayed payment being received by the Developer from the Purchaser(s), the Developer shall, notwithstanding any instructions to the contrary, by the Purchaser(s) accompanying such payment, be entitled to appropriate the amount received first towards the taxes and statutory dues in relation to the said Flat and/or this Agreement, interest shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% receivable from the Purchaser(s) in respect of the delayed amounts payable hereunder and thereafter towards the principal amount of the delayed payment. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser(s), with regard to appropriation/ application of the payments made hereunder shall be valid or binding upon the Developer.
- 5.7. The Purchaser(s) declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by anyone shall be deemed as failure to pay by both and all Purchaser(s) shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequences jointly as well as severally.
- 5.8. That in case there are joint Purchaser(s) all communications shall be sent by the Developer to the Purchaser(s) which address and email id motioned in clause No. 38.1 which shall for all purposes be considered as served upon all the Purchaser(s).
- 5.9. If the Purchaser(s) in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developer under this Agreement, seeks a loan from the Purchaser's Lender against the security of the said Flat subject to the consent and approval of the Developer, then in the event of (a) the

Purchaser(s) committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Developer exercising its right to terminate this Agreement, the Purchaser(s) shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser(s) shall obtain the necessary letter from such Purchaser's Lender stating that the Purchaser(s) has / have cleared the mortgage debt. On receipt of such letter from the Purchaser's Lender, the Purchaser(s) shall be (subject to what is stated in Clause 5.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Developer towards the Flat excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser(s) to pay the instalments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Purchaser(s) has / have applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

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

6. VOLUNTARY CANCELLATION BY PURCHASER(S)

In the event, the Purchaser(s) desire/s to cancel the allotment of the said Apartment for any reason whatsoever (save and except the Developer fail(s) to offer the possession of the said Apartment in terms of this Agreement), then Developer shall be entitled to forfeit the amounts equivalent upto 5% (five per cent) of the said Sale Price plus brokerage charges, if any and the Purchaser(s) shall not be entitled to such amount paid by him/her/them to the Developer. The Developer shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the said Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser(s), as specified hereinabove, shall be deducted from the amount received by the Developer from the Purchaser(s) till the time of such cancellation. The Developer shall return the balance amount (without interest) as may have been received by the Developer towards the Sale Price (if any), to the Purchaser(s) within 30 (thirty) days from the date of such cancellation.

7. SATISFACTION OF TITLE

7.1. The Purchaser(s) has/have independently inspected and verified the title deeds and all papers and documents and approvals as recited hereinabove through their Advocates/ Solicitors and has/have fully satisfied himself/herself/ themselves about the entitlement of the Developer to develop the said Property as well as the entitlement of the Developer to develop the said Property in the manner set out in this Agreement; to construct/develop the said Project and to enter into this Agreement; and the Purchaser(s) shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.

7.2. The Purchaser(s) has/have also taken inspection of the approvals, including inter alia the approved plans, approvals, orders and undertakings given by the Developer to the MHADA and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights, property register cards and all other documents that are required to be furnished to the Purchaser(s) by the Developer under the provisions of RERA and its Rules and the provisions of MOFA and its Rules and the Purchaser(s) confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

7.3. The Purchaser(s) has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the MHADA inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Developer to the MHADA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in

continuity even after the development and construction of the said Project is completed; and the Purchaser(s) has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Apartment.

- 7.4. The design of the said Apartment is subject to amendments and changes as may be stipulated by competent Authority, MHADA and/or any other local or planning authority, Government and as per the requirements of the Developer. The Purchaser(s) hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or in accordance with the Building Approvals or such other plans as may be approved by the Competent Authority hereafter.

8. FLAT PURCHASER(S) BECOMING MEMBER/S OF SOCIETY

8.1. The Society and/or The Existing Member(s) hereto confirm that The Prospective Purchaser(s) of New Flats forming part of the Saleable Area of the Developer shall be inducted as members of The Society' as per the list which shall be provided by the Developer from time to time. That it shall be mandatory for all the prospective buyers/purchasers, upon becoming the members of The Society to comply with all the requirements of Maharashtra Co-operative Society Act 1930, the Rules framed there under and the bye-laws of The Society and 'Share Certificate' shall be allotted to respective prospective buyers/purchasers/incoming member(s) in accordance with the bye-laws of 'The Society'.

8.2. That the 'The Prospective Purchaser(s)' of New Flats forming part of the Saleable Area of the Developer, shall also pay below amounts towards the Interest free Security Deposit towards the corpus Fund Rs. 50,000/- (Rupees Fifty Thousand Only).

Documents verification charges: 2,500/- (Rupees Two Thousand Five Hundred Only).

Share Money Application Fees: Rs.500/- (Rupees Five Hundred Only).

Membership Fees: 100/- (Rupees Hundred Only).

8.3. On payment of the amount mentioned above, the prospective purchaser shall be unconditionally admitted as the member of the Society by the society.

8.4. The Purchaser(s) shall sign and execute all necessary applications, forms and documents for getting admitted and becoming member of the society.

8.5. The Developer shall allot all Flats intended to be constructed on the said Property with a view ultimately that the purchasers/allottees of all the Flats etc., in the said Project/ Said Building shall be admitted as member/s of the Society. It is agreed and clarified that Developer shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Flats etc. separately and independently and the purchasers/allottees of all the Flats, etc. in the said Project/ Said Building shall be admitted as members of the Society.

8.6. The Purchaser(s) and the person/s, to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Developer or the said Society may require for safeguarding the interest of Developer as also of the Society, in the said Project/ Said Building.

8.7. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in

respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

- 8.8. The Promoter shall, within three months of receiving Occupation Certificate cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9. RIGHTS IN THE SAID APARTMENT AND COMMON AREA

- a. It is expressly agreed that the right of the Purchaser(s) under this Agreement or otherwise shall always be restricted to the said Apartment only, and such right will accrue to the Purchaser(s) only on the Purchaser(s) making payment of all the amounts including the said Sale Price to the Developer strictly in accordance with this Agreement and only on the Purchaser(s) performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold Apartments/units, portion or portions of the said Project including common area shall always be the sole and absolute property of the Developer till that time of said Project is transferred to the society. The Purchaser(s) hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Developer to develop, redevelop, sub-develop and/or assign their rights and/or deal with and dispose-off all other unsold Apartments/units and portion or portions of the said Property and the said Property, in the manner deemed fit by the Developer without any consent or concurrence of the Purchaser(s) or any other person. The Purchaser(s) are aware that recreational facilities, which may be made available for the use and enjoyment of the Purchaser(s) shall also be available to the holders of various premises in the said Project/ Said proposed Building along with the users/ occupiers of other Apartments/units/ premises of the said Project/ Said proposed Building.
- b. The Developer shall always be the owner and will have all the rights, title, interest in respect of the Common Areas and Amenities of the said Project, and will be entitled to deal with and dispose of the same in such manner as the Developer may deem fit till the said Project is transferred unto the Said society.
- c. The Purchaser(s) shall only be permitted to use the Common Areas and Amenities of the said Project/ Said Building on such terms and conditions as the Developer and/or Said society may deem fit.
- d. The said Flat contain specifications, fixtures, fittings and amenities as set out in the **THIRD SCHEDULE** hereunder written.

10. CLUBBING OF SCHEMES AND INCIDENTAL RIGHTS

- 10.1. The FSI for constructing any new and additional on any part of the layout of the said Property/ Larger Land and/or otherwise howsoever, as the Developer may desire and deem fit and proper and the TDR generated from the same; and
- 10.2. Sell/transfer the TDR, if any generated from such scheme/ amalgamation/clubbing, in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof; and
- 10.3. Sell/alienate the units/flats/apartments constructed thereon to third party/ies and appropriate the sale price thereof, without any recourse/claim from the Purchasers either individually or through the society.
- 10.4. The Developer shall be entitled to amalgamate/merge the layout/development of the said Property/ Property/ Larger Land with any other adjacent property and/or

amalgamate the present scheme with any other scheme and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Property/ Property/ Larger Land along with the amalgamated plot/s as a single layout scheme. The Developer shall be entitled to provide access from/through the said Property to such amalgamated plot or otherwise. The location, area, size and extent of such access shall be as may be decided by the Developer at its absolute discretion. The Purchaser(s) shall not raise any objection to or dispute such amalgamation with the said Property/ Property/ Larger Land by the Developer.

- 10.5. The Developer have further informed the Purchaser(s) that the Developer retain the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Property/ Larger Land; (b) the balance development potential/rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the Said Building and as per the plans already submitted and/or to be submitted by the Developer from time to time to the MHADA or any other concerned authorities and as per the proposed total scheme of development); (c) various rights that may accrue to and over the said Property in the future including additional development potential as recited above; (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Property/ Larger Land; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the said Property/ Larger Land (the rights referred to in above are hereinafter collectively referred to as **"THE INCIDENTAL RIGHTS"**).
- 10.6. The Incidental Rights include the right to use the said Property/ Larger Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the MHADA or MCGM and/or any other concerned authorities or available otherwise howsoever which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer' sole and absolute discretion.
- 10.7. The Developer are also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, transfer, mortgage and/or in any other manner whatsoever as the Developer may in its absolute discretion think fit and proper, from time to time and at the Developer' entire discretion and convenience, transfer such rights to any person/s. The Purchaser(s) expressly consent/s and agree/s that the Purchaser(s) shall not claim any rebate or reduction in the purchase price in respect of the said Apartment and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s.
- 10.8. In the event the Promoter is desirous of carrying out any amendments to the plans, which do not affect the layout and area of the said Flat, as regards the said Project, the Promoter shall after obtaining the necessary consents from the Purchaser(s) and other flat purchasers, be entitled to carry out the same. It is agreed that the Purchasers/s shall execute such writings and documents as may be requested by the Promoter from time to time without any objection and consideration of any nature whatsoever.
- 10.9. In the event any law for the time being in force requires the Promoters to obtain consent of the Purchaser(s) and/or the other flat-purchasers in the said Project for any reason whatsoever, then the Allottee shall not claim any amount, consideration, compensation, etc. and shall co-operate and assist the Promoter fully. The Purchaser(s) and/or the said Organization shall not be entitled to claim any rebate or reduction in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.

11. PURCHASER(S) ENTITLEMENT TO RAISE LOAN

- 11.1.** The Purchaser(s) is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Apartment by offering the rights of the Purchaser(s) hereby granted as a security. However, such loan should be strictly personal to the Purchaser(s) and the right of the Developer to receive the balance of the said Sale Price and other sums as hereunder provided from the Purchaser(s), shall override the rights of the financial institution/bank in respect of the loan so availed of by the Purchaser(s). The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser(s). Once the Purchaser(s) has/have paid the full Sale Price as payable under this Agreement and has/have taken possession of the said Apartment, thereafter due to non-payment of the loan by the Purchaser(s), the recourse available to the financial institution would be only against the said Apartment and against the Purchaser(s) personally and not against the said Property, the said Property, the said Project/ Said Building or any one of them or any of the other premises in the said Project/ Said Building, and not against any other assets/rights of the Developer.
- 11.2.** Notwithstanding anything contrary contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Developer and notwithstanding the Developer giving any no objection/permission for mortgaging the said Apartment or creating any charge or lien on the said Apartment and notwithstanding the mortgages/charges/lien of or on the said Apartment, the Developer shall have first and exclusive charge on the said Apartment and all the right, title and interest of the Purchaser(s) under this Agreement for recovery of any amount due and payable by the Purchaser(s) to Developer under this Agreement or otherwise.
- 11.3.** In case the Purchaser(s) obtain finance from any financial institution/bank or any other sources, the Purchaser(s) obligation to purchase the said Flat pursuant to this Agreement shall not be contingent on the Purchaser(s) ability or competency to obtain such financing and the Purchaser(s) will remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the said Flat or any reason whatsoever. The Purchaser(s) hereby agrees that he/she/it shall not be absolved from his/her/its liabilities and obligations under this Agreement in case bank/financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever irrespective whether financial institution/bank or any other sources insinuated by the promoter or their employees. Further, in the event that the Purchaser(s) obtains a loan after execution of this Agreement against the security of the said Flat, then it shall be solely the Purchaser(s) responsibility to satisfy any charge/lien in respect of the said Flat and the Promoter shall not be liable in any form or manner whatsoever. It is clarified that in the event, the Purchaser(s) defaults in its payment obligation to such lender, the rights of such financial institution/bank shall be subject to the first charge of the Promoter on the said Flat for the entire Purchase Consideration, GST, TDS contribution, maintenance charges, outgoings and all other amounts payable by the Purchaser(s) under this Agreement and such lender of the Purchaser shall have rights only to the extent of the Purchase Consideration paid under the said Agreement through the disbursements by such lender to the Promoter on behalf of the Purchaser. Further, in the event that this Agreement is cancelled at any time, then the Purchaser(s) shall ensure that such financial institution/bank returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Flat which may be in their possession and after receiving all the documents, Promoter/Developer is liable to refund the amount as per the terms and condition mention in the Agreement for sale. The Purchaser(s) shall inform and give proper notice to the Common Organization as and when formed, about the said Flat being so mortgaged and the Promoter shall not be under any obligation to provide such intimation in any manner whatsoever.
- 11.4.** The Purchaser(s) agrees and confirms that the payment of instalments shall be made

on the due dates, without any delay or default, in accordance with the terms of this Agreement. The Purchaser(s) agrees and undertakes that the time for payment is the essence of the contract. An intimation in writing (including but not limited to an emails) forwarded by the Promoter to the Purchaser(s) that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. It is specifically agreed by the Purchaser(s) that this Agreement shall not create any right, interest and/or claim of the Purchaser(s) on the said Flat until and unless all the amounts due and payable by the Purchaser(s) as recorded herein are paid by the Purchaser(s) to the Promoter in accordance with the terms and conditions of this Agreement. It is however clarified that the Promoter shall not be bound to allow / offer such rebate to the Purchaser(s). It is agreed and clarified that notice being sent by the Promoter by way of an email shall be deemed to be good service of the intimation / notice and the Purchaser(s) shall not be liable to raise any claims for lack of service thereof.

- 11.5. The Purchaser(s) authorize the Promoter to adjust / appropriate all payments made by him / her/ them / it under any head (s) of dues against the lawful outstanding, if any, in his / her / its name as the Promoter may in its sole discretion deem fit and the Purchaser(s) undertakes not to object / demand / direct the Promoter to adjust his / her / their / its payment in any manner.
- 11.6. The Purchaser(s) is fully satisfied with and has accepted the title of the Promoter inter alia the right of the Promoter to construct the said Buildings on the said Free Sale Property and to sell various Flat therein and the Purchaser(s) hereby agrees and undertakes not to further investigate and/or to raise any requisitions on or objections to the same, any time hereafter.

12. POSSESSION DATE, DELAY AND TERMINATION

The Promoter shall give possession of the Apartment to the Allottee on or before ____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee 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 Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to 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.

- 12.1. It is agreed between Developer and the Purchaser(s) that the Developer shall be entitled to undertake the development of the said Property and construct building/s thereon subject to the approval of statutory authorities in a phased manner as the Developer may deem fit and desire. The Purchaser(s) unequivocally consent/s and agree/s not to raise any objection or dispute regards the same now or any time in the future and the Purchaser(s) acknowledge/s that certain hardship may be caused to him/her/them during such construction and hereby agree/s and undertake/s expressly never to object to the same.
- 12.2. The date of delivery of possession of the said Apartment shall be the Agreed Date of Possession as agreed hereinabove and if the Developer fail(s) to offer the possession of the said Apartment to the Purchaser(s) on or before the Agreed date of Possession with the grace period and even after extension of the date of delivery of possession on account of circumstances deemed reasonable by RERA including for the reasons as stated in this Agreement then the Purchaser(s) shall be entitled to either of the following:
- 12.3. Call upon the Developer by giving a written notice (“**Interest Notice**”), to pay interest at the Interest Rate for every month of delay from the date of delivery subject to

extension by competent authority, on the said Sale Price paid by the Purchaser(s). The interest shall be paid by the Developer to the Purchaser(s) till the date of offering the possession of the said Apartment by the Developer to the Purchaser(s);

- 12.4.** Without prejudice to the right of promoter to charge interest in terms of sub clause 4.2 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.

13. PROCEDURE FOR TAKING POSSESSION

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee 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 [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

- 14.** Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 13 the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 13 such Allottee shall continue to be liable to pay maintenance charges as applicable
- 15.** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

16. FORCE MAJEURE

For the purpose of this section, the expression "Force Majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

17. NO OBJECTION TO FUTURE DEVELOPMENT/ CONSTRUCTION OF THE SAID PROPERTY

It is agreed between the Developer and the Purchaser(s) that the Developer shall be entitled to undertake the development of the said Property and construct buildings thereon subject to the approval of statutory authorities in a phased manner as the Developer may deem fit and desire. The Purchaser(s) unequivocally consent/s and agree/s not to raise any objection or dispute regards the same now or any time in the future and the Purchaser(s) acknowledge/s that certain hardship may be caused to him/her/them during such construction and hereby agree/s and undertake/s expressly never to object to the same.

18. USAGE

The Purchaser(s) shall use the said Apartment only for residential purpose and not for any commercial or other activity.

19. COVENANT AND REPRESENTATIONS OF THE PURCHASER(S)

The Purchaser(s) by himself/herself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, even after said Project/ Said Building and said Property are conveyed in favour of the said society, is executed, hereby covenant/s with the Developer as follows:

- 19.1. Not to do or suffer to be done anything in or to the said Project/ Said Building, Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Premises itself or any part thereof and to maintain the said Apartment at the Purchaser(s)' own cost in good repair and condition from the date on which the Purchaser(s) is/are permitted to use the said Premises. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- 19.2. Not to store anything in the refuge floor and/or in fire check floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Project/ Said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Project/ Said Building and in case any damage is caused to the said Project/ Said Building on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- 19.3. Not to change the user of the said Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or refuge areas.
- 19.4. Not to demolish or cause to be demolished the said Apartment or any part thereof, neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof and keep the portion, sewers, drains, pipes in the said Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Project/ Said Building.

- 19.5.** Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Project/ Said Building and not to cover/enclose the planters and service ducts or any of the projections from the said Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parris or other structural members in the said Apartment without the prior written permission of the Developer, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Project/ Said Building or do any act to affect the F.S.I potential of the said Property.
- 19.6.** Not to affix any fixtures or grills on the exterior of the said Project/ Said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment. The standard design for the same shall be obtained by the Purchaser(s) from the Developer and the Purchaser(s) undertake/s to not fix any grill having a design other than the standard design approved by the Developer.
- 19.7.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property/ Project / Said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 19.8.** Not to delay/ default in payment of the amounts to be paid to the Developer within 7 days of demand by the Developer, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Project.
- 19.9.** Not to delay/ default in payment of 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 from time to time.
- 19.10.** Not to transfer or assign the Purchaser(s) right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Apartment without the prior written consent of the Developer / Said society of respective project out of the said Project/ Said Building. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Developer herein.
- 19.11.** The structure of the said Building may be got insured for one or more perils like fire, earthquake, riots and civil commotion, militant action etc. by the Developer on behalf of the Purchaser(s) and the cost thereof shall be payable by Developer as the part of the maintenance bill raised by the Developer but contents inside each Apartment shall be insured by the Purchaser(s) at his/her/its own cost. The cost of ensuring the building structure shall be recovered from the Purchaser(s) as a part of total Maintenance Charges and the Purchaser(s) hereby agrees to pay the same. The Purchaser(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Purchaser(s) shall be solely responsible and liable.
- 19.12.** Shall not violate and shall abide by all rules and regulations framed by the Developer / its designated Project Manager or by the said society, for the purpose of maintenance and up-keep of the said Project/ Said Building and in connection with any interior / civil works that the Purchaser(s) may carry out in the said Apartment.
- 19.13.** Shall not violate and shall observe and perform all the rules and regulations which the society may have 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 Project/ Said Building and the said Premises 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 Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Apartment in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- 19.14.** Shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said Project/ Said Building which is or may, or which in the opinion of the Developer is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbor-hood provided always that the Developer shall not be responsible to the Purchaser(s) for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Project/ Said Building and the Purchaser(s) shall not hold the Developer so liable;
- 19.15.** Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said Project/ Said Building.
- 19.16.** Shall never in any manner enclose any Appurtenant Area/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. The Developer shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser(s) and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.
- 19.17.** Not to permit any person in the employment of the Purchaser(s) (such as domestic help, drivers, cleaners etc.) to sleep and/ or occupy the common area of the said Project/ Said Building such as passage, lobby, stair case and / or any part of the said Property and/or Property.
- 19.18.** Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Developer may have against the Purchaser(s) either under this Agreement or otherwise, the Developer shall have the right to terminate this Agreement on the breach of the aforesaid conditions by giving one-month notice to the Purchaser.
- 19.19.** In addition to the aforesaid conditions, the Purchaser(s) further binds himself/herself/themselves in respect of the said Premises and covenants as under:
- 19.20.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Property / Building. If the Purchaser(s) or members of his/her/their family or any servant or guest of the Purchaser(s) commits default of this sub clause then the Purchaser(s) shall immediately rectify the same at his/her/their own costs and expenses.
- 19.21.** Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, the said Project/ Said Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Developer. If the Purchaser(s) or members of his/her/their family or any servant or

guest of the Purchaser(s) commits default of this sub-clause then the Purchaser(s) shall immediately take remedial action at his/her/their own costs and expenses.

19.22. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or said Project/ Said Building nor litter or permit any littering in the common areas in or around the said Premises and/or the said Project/ Said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or Project/ Said Building to the requirement and satisfaction of the Developer and/or relevant government and statutory authorities. If the Purchaser(s) or members of his/her/their family or any servant or guest of the Purchaser(s) commits default of this sub clause then the Purchaser(s) shall immediately take remedial action.

19.23. Shall not do either by himself/itself or any person claiming through the Purchaser(s) anything which may or is likely to endanger or damage the Project/ Said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Project/ Said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Project/ Said Building. If the Purchaser(s) or members of his/her/their family or any servant or guest of the Purchaser(s) commits default of this sub clause then the Purchaser(s) shall immediately take remedial action.

19.24. Shall not display at any place in the said Project/ Said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser(s) shall not stick or affix pamphlets, posters or any paper on the walls of the said Project/ Said Building or common area therein or in any other place or on the window, doors and corridors of the said Project/ Said Building.

19.25. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Project/ Said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser(s) in such places only as shall have been previously approved in writing by the Developer in accordance with such manner, position and standard design laid down by the Developer;

19.26. The said Purchaser shall allow the Developer to put up, affix, place, display or exhibit its name, board, sign boards, glow sign boards and other sign boards displaying the Developer's Name at the Developer's own cost and expenses and by obtaining any requisite permissions, if any, to that effect from the concerned authorities.

19.27. Shall cause the society to paint the said Project/ Said Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the society.

20. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represent and warrant to the Purchaser(s) as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:

20.1. The Developer have clear and marketable title and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said Project;

- 20.2. The Developer have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- 20.3. There are no encumbrances upon the said Project except those disclosed to the Purchaser(s);
- 20.4. There are no litigations pending before any Court of law with respect to the said Project except those disclosed to the Purchaser(s);
- 20.5. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, 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 said Project, shall be obtained by following due process of law and the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and common areas;
- 20.6. The Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Developer are restricted to enter into these presents;

21. ENTRY IN THE SAID PREMISES

The Purchaser(s) shall permit the Developer and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Project/ Said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Project/ Said Building in respect whereof, the Purchaser(s) of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

22. DEFECT LIABILITY

- a. If within a period of 5 (five) years from the date of issuance of occupancy permissions by statutory authorities of the said Apartment from the Developer ("**Defect Liability Period**"), the Purchaser(s) bring/s to the notice of the Developer any structural defect in the said Premises or the Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Developer/s, compensation for such defect in the manner as provided under the RERA. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of directly and/or indirectly attributable to the Purchaser(s) and/or other occupants of the said Project.

23. MAINTENANCE CONTRACT OF SAID NEW BUILDING

The Developer shall have right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Project/ Said Building, such decision shall be final and binding in respect of the said Property (including Common area and amenities of the said Project) until same is executed in favour of the society. Thereafter, the society will undertake to maintain the said Project and every part thereof in the manner as it was handed over save and except normal wear and tear of the said Project and the society shall maintain further.

24. TRANSFER

The Purchaser(s) shall not advertise in any form, let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Purchaser(s) to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser(s) is/are desirous of transferring the said Premises and/or his/her/their rights under this Agreement, the same shall be done only after the expiry of a period of 24 (twenty-four) months from the date of execution hereof and then the Purchaser(s) shall be required to obtain prior written consent of the Developer, which consent shall be given by the Developer, subject to such terms and conditions as the Developer may deem fit and proper. and the Purchaser(s) shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same *PROVIDED HOWEVER* that such transferee/s/assignee/s of the Purchaser(s) shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser(s) to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

26. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) AND SUBSEQUENT PURCHASER(S)

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 said Project shall equally be applicable to and enforceable against any subsequent purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

28. BINDING EFFECT: -

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

29. WAIVER

- 29.1. No forbearance, indulgence or relaxation or inaction by the Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
- 29.2. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser(s) by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developer.
30. **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 apartment/plot/building, as the case may be.
31. **RIGHT TO AMEND-**
This Agreement may only be amended through written consent of the Parties. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES 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 Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.
32. **FURTHER ASSURANCES**
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 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.
33. **SEVERABILITY**
If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
34. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**
Wherever in this Agreement it is stipulated that the Purchaser(s) has/have to make any payment, in common with other purchaser(s) in the said Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the said Project.
35. **FURTHER ASSURANCES**
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.

36. PLACE OF EXECUTION

36.1. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer' office, or at some other place, which may be mutually agreed between the Developer and the Purchaser(s), in Mumbai City, after the Agreement is duly executed by the Purchaser(s) and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

36.2. The Purchaser(s) and Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer and Purchaser(s) will attend such office and admit execution thereof.

36.3. The Developer shall bear and pay all the amounts payable towards stamp duty and registration on this Agreement.

37. INDEMNITY.

The Purchaser(s) hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Developer against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Developer from or due to any breach by the Purchaser(s) of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser(s) in complying/performing his/her/their obligations under this Agreement.

38. NOTICE

38.1. All notices to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned herein:

Address: _____.

Email id: _____

38.2. A notice shall be deemed to have been served as follows:

- (i) If personally delivered, at the time of delivery
- (ii) If sent by courier, Registered Post A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

39. MISCELLANEOUS

39.1. CO-OPERATION:

The Purchaser(s) shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the said Project and/or the premises therein.

39.2. TDS:

All amounts towards the said Sale Price, as payable by the Purchaser(s) to the Developer in accordance with Clause 4.1 hereof, shall be made by the Purchaser(s), subject to deduction of tax at source as per the provisions of Section 194 IA of the

Income Tax Act, 1961; and the Purchaser(s) shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser(s) of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of the said Sale Price and shall accordingly attract the consequences as mentioned in Clause 5 hereof.

39.3. OBLIGATIONS:

All obligations of the Purchaser(s) and covenants made by the Purchaser(s) herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property viz. the said Apartment and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Apartment may come.

39.4. DISPUTE RESOLUTION:

To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

39.5. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Bombay will have the jurisdiction for this Agreement

39.6. NO DEMISE OR GRANT OR ASSIGNMENT:

The Purchaser(s) shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising into upon the said Property and/or the said Project and/or otherwise howsoever against the Developer, save and except in respect of the said Flat. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property and/or the said Project.

39.7. ENFORCEABILITY:

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

39.8. 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 apartment/plot/building, as the case may be.

39.9. The Purchaser(s) hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Project, Said Building and also the said Property and has/ have expressly understood the contents, terms and conditions of the same and the Purchaser(s) after being fully satisfied has/ have entered into this

Agreement and further agrees not to raise any objection in regard to the same.

40. HEADINGS:

The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

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

THE SCHEDULE OF THE PROPERTY REFERRED TO:

ALL THAT piece or parcel of land or ground together with the building / structure known as "Building No.139" The total plot area as per layout is 1407.48 Sq. Mtrs including TIT BIT area (747.26 Sq. Mtrs lease deed area) standing thereon situate lying and being at Plot bearing C.T.S No. 356 (Pt), S. No. 113 (Pt), Village Hariyali at Kannamwar Nagar Vikhroli (East), in the Registration District and Sub-District of Mumbai City and Mumbai Suburban admeasuring Square Meters or thereabouts and bounded as follows:

On or towards the East	:	60' Wide Road
On or towards the West	:	Play Ground
On or towards the North	:	Bldg 138
On or towards the South	:	Office Bldg 16 and Bldg no. 140

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(SCHEDULE OF THE SAID FLAT AND SAID PARKING)

A residential premise being Flat No. ____ on ____ Floor, ____ Wing, admeasuring RERA carpet of ____ Sq. Mt. + ____ Sq. Mt Balcony Area, total ____ Sq. Mt Area and **One Car podium Parking space on level - ____** in Project known as "**GURUKRUPA DARSHANAM**" standing on land bearing C.T.S No. 356 (Pt), S. No. 113 (Pt), Village Hariyali at Kannamwar Nagar Vikhroli (East), in the Registration District and Sub-District of Mumbai City and Mumbai Suburban comprised of building No. 139 having Ground plus six podiums and upper habitable floors being situated and lying and being at Kannamwar Nagar Vikhroli (East), Registration District and Sub District of Mumbai and Mumbai City.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED by the _____)

withinnamed "DEVELOPER")
M/s. GURUKRUPA GROUP BUILDERS)
AND DEVELOPERS LLP)
through its PARTNER)
Resolution passed in the meeting of)
partners held on _____)
Mr. MAHESH VERAT)

in the presence of

- 1.)
- 2.)

SIGNED AND DELIVERED BY)

the within named)
"FLAT PURCHASER(S)")
1.)

- 2.)

in the presence of

- 1.)
- 2.)

