

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) is made at Mumbai this ____ day of _____, 202__

BETWEEN

M/s. Darshan Properties, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at _____, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) **of the One Part;**

AND

Mr./Mrs./Miss. _____

_____ Indian Inhabitant(s) residing at _____

OR

M/s. _____, a partnership firm registered under the Indian Partnership Act 1932 and carrying on its business at _____

OR

_____, a company registered under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its registered office at _____

hereinafter jointly and severally referred to as the “**Purchaser/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. Maharashtra Housing and Area Development Authority (“**MHADA**”) is the owner of all that piece or parcel of land admeasuring 6,102.86 square metres, bearing C. S. No. 2 of Parel Sewri Division,

situated at Dattaram Lad Marg, Chinchpokli, Mumbai – 400 012, in the Registration District of Mumbai City and Mumbai Suburban, Street Nos. 2, 4(1), 3, 6, 7, 3, 47, 48/4,8,7, 10, 12, 14, 16 Laughton Survey No. part of 1/2519, collector New Nos. 12752, 12755 assessed by the Assessor and Collector of Mumbai City under “F/South” ward bearing Ward Nos. FS-3(1) and 23 (3-4-5), FS-4(1), FS-6(1), FS-7(1), FS-47-48, FS-3-(AA), Accounts Nos. FS-1100060070000, FS-1100300050000, FS-1100330040000, FS-1100390020000, FS-1101110050000, FS-110100040000, shown in ___ colour boundary line on the plan annexed hereto and marked as **Annexure “1”**, and more particularly described in the **First Schedule** hereunder written (the “**First Property**”).

- B. Brihanmumbai Municipal Corporation is the owner of all that piece and parcel of land admeasuring 443.90 bearing C. S. No. 3 of Parel Sewri Division, situated at Dattaram Lad Marg, Chinchpokli, Mumbai – 400 012, shown in ___ colour boundary line on the plan annexed hereto and marked as **Annexure “1”**, and more particularly described in the **Second Schedule** hereunder written (the “**Second Property**”).
- C. Unless referred to individually, the First Property and the Second Property, are collectively referred to as the “**said Property**”.
- D. There were buildings / structures on the First Property, comprising of various premises (“**First Property Structures**”). The First Property Structures were occupied by two hundred eighty (280) tenants / occupants (“**First Property Tenants**”).
- E. The First Property Tenants have proposed to form Bhartiya Vidya Bhavan (Bawla Compound) Cooperative Housing Society (Proposed) (the “**Society**”).
- F. There were / are structures / buildings on the Second Property (“**Second Property Structures**”). The Second Property Structures, are occupied by four (4) tenants / occupants (“**Second Property Tenants**”).
- G. Out of the First Property Structures, MHADA demolished some structures, and constructed new buildings on a portion of the First Property, and have re-accommodated ninety three (93) tenants / occupants out of the First Property Tenants.
- H. By a Memorandum of Understanding dated 25th January, 2008, executed between the Society of the one part and the Promoter of the other part, the Society inter alia appointed the Promoter, to jointly develop the First Property with MHADA.
- I. In June 2008, the Promoter submitted a proposal with Mumbai Building Repairs and Reconstruction Board (the “**Board**”), for seeking no objection for undertaking the redevelopment of the First Property under Regulation 33(9) of the Development Control Regulations, 1994 (“**DCR 1994**”).
- J. The First Property Tenants executed Common Consent dated 17th June, 2009, in favour of appointing the Developer, as the developer for redevelopment of the First Property.
- K. On 7th August, 2009, the Board issued certification of occupancies of the First Property.
- L. By letter dated 27th January, 2010, bearing No. ERR/DCR/33(9)/371/MBRRB-10, the Board granted NOC to approach the High Power Committee for obtaining the Letter of Intent for implementing Urban Renewal Scheme on the First Property.
- M. On 17th September, 2010, the High Power Committee accorded their approval, and confirmed that the proposal of the Developer was fit for recommendation to the Government.

- N. Thereafter, the Promoter obtained various permissions and NOCs, for development of the First property.
- O. By a letter dated 27th June, 2014 bearing No. REE/DCR33(9)/4896, MHADA inter alia informed the Promoter that MHADA had cancelled the NOC dated 27th January, 2010
- P. Thereafter, the Society and the Promoter filed Writ Petition bearing No. 1680 of 2014, before the Hon'ble Bombay High Court, inter alia challenging the cancellation of the NOC dated 27th January, 2010, issued in favour of the Promoter. By an order dated 25th March, 2015, the Hon'ble Bombay High Court, inter alia directed MHADA to grant permission in favour of the Promoter, to develop the First Property jointly with MHADA under Regulation No. 33(9) of DCR 1994.
- Q. MHADA filed Special Leave to Appeal (C) No. 13930 of 2015, before the Hon'ble Supreme Court, inter alia challenging the order dated 25th March, 2015, passed by the Hon'ble Bombay High Court.
- R. By an Order dated 23rd March, 2021, the Hon'ble Supreme Court inter alia recorded that MHADA applied to the Hon'ble Supreme Court, to withdraw Special Leave to Appeal (C) No. 13930 of 2015, and was pleased to allow MHADA's application, and the special leave petition was dismissed.
- S. By a letter dated 28th February, 2020 bearing No. CO/Cluster Red.33(9)/Aq.JV.03/1250/MBRRB-2020, the Board accepted the proposal of joint venture between MHADA and the Promoter, and MHADA has inter alia confirmed the continuity and validity of the NOC dated 27th January, 2010.
- T. The Promoter submitted a proposal under Regulation No. 33(9) of Development Control and Promotion Regulations, 2034 ("**DCPR 2034**"), inter alia proposing amalgamation of the Second Property with the First Property, for cluster redevelopment under Regulation No. 33(9) of DCPR 2034.
- U. By a letter dated 28th August, 2020, issued by BMC to the Developer, the BMC approved the inclusion of the Second Property in the cluster development scheme with the First Property.
- V. MHADA issued revised NOC dated 17th September, 2021 bearing No.CO/Cluster Red.33(9)/Aq.J.V.03/7687/MBRRB-2021, inter alia granting its no objection for conversion of the cluster development scheme of the said Property.
- W. By a letter dated 1st July, 2021 bearing No. DYCHE/927/(B.P.) CITY, the High Power Committed approved the proposal of the Promoter and MHADA for redevelopment of the First Property with the Second Property under the cluster development scheme under Regulation No. 33(9) of DCPR 2034.
- X. By letter dated 22nd December, 2021 bearing No.TP3-4321/320/NO.120/2021/New-1, the Urban Development Department has approved the proposal for redevelopment of the said Property under the cluster development scheme under Regulation No. 33(9) of DCPR 2034.
- Y. By letter dated 30th August, 2022, BMC issued its NOC for inclusion of the Second Property with the First Property in the cluster development scheme proposed to be implemented under Regulation 33(9) of DCPR 2034.

- Z. By letter dated 18th October, 2022 bearing No. DYCHE/403/MC/(B.P.) CITY, the High Power Committee approved the proposal for cluster development scheme of the said Property.
- AA. By a Joint Development Agreement dated 13th June, 2023, executed between MHADA of the one part and the Promoter of the other part, and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE2-21842-2023, MHADA and the Promoter inter alia agreed to jointly develop the First Property, on the terms and conditions contained therein.
- BB. The Promoter is constructing a building known as “_____”, on a portion of the said Property (“**New Building**”). The development and construction of the New Building, is hereinafter referred to as the “**Project**”.
- CC. The Promoter has registered the Project with the Real Estate Regulatory Authority (hereinafter referred to as “**Authority**”) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 (“**RERA Rules**”) at Mumbai under no. _____ on _____. A copy of RERA Registration Certificate issued by the Authority is annexed and marked as **Annexure “2”** hereto. The above details are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- DD. The following approvals, permissions and sanctions have been granted in respect of the development of the said Property:
- (i) BMC issued Annexure-II dated 30th April, 2021, in respect of the Second Property.
 - (ii) BMC issued Letter of Intent dated 22nd September, 2022, bearing No. DYCHE/349/MC(B.P) CITY, in respect of the proposed cluster development scheme on the said Property;
 - (iii) BMC issued Intimation of Disapproval dated 20th January, 2023, bearing No. 13055/2022(2 and 3)/F/South/Parel-Sewri/IOD/1/New; and
 - (iv) On 10th August, 2023, the Ministry of Environment and Forests granted the environmental clearance for undertaking the development of the said Property, subject to the terms and conditions contained therein.
- EE. In these circumstances, the Promoter is entitled to develop the said Property and construct the New Building, and undertake and complete the Project, and sell the premises therein and receive the sale consideration in respect thereof.
- FF. While sanctioning the said plans, the authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupation certificate in respect of the Project shall be granted by the concerned authority.
- GG. The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the New Building (i.e. Project) to be constructed on the said Property and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings, unless otherwise changed by the Promoter.
- HH. _____ have issued their Report on Title dated _____, relating to the said Property. The copy of the said Report of Title is annexed hereto and marked as **Annexure “”**.

- II. The principal and material aspects of the development of the said Property as disclosed by the Promoter are briefly stated below:
- (i) FSI of _____ square meter is proposed to be consumed on the said Property as per Development Plan of 2034/Development Control Regulation for Greater Mumbai 2034;
 - (ii) The Project comprises of the New Building, consisting of three (3) wings, out of which one (1) wing shall comprise of sale premises, the other wing shall comprise of the permanent alternate accommodation to be allotted to the tenants, and the third wing shall comprise of premises to be allotted to MHADA;
 - (iii) Total FSI of _____ square meters has been sanctioned for consumption in the construction and development of the Project;
 - (iv) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said Property including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- JJ. The Promoter has commenced the construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions.
- KK. The Purchaser/s has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating *inter-alia* to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Report on Title, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the said Property and the said Property and the Promoter's right to allot various flat/ premises in the New Building to be constructed on the said Property and Purchaser/s has/have agreed not to raise any requisitions on or objections to the same;
- LL. The Purchaser/s after having investigated and after being fully satisfied with respect to the title of said Property and the said purchaser, has/have approached the Promoter and requested the Promoter to allot to him/her/them a flat bearing No. _____, Wing ____ admeasuring _____ square feet (RERA carpet area) on the _____ floor of the New Building being constructed on the said Property, for the consideration of **Rs. _____/- (Rupees _____ Only)** (hereinafter referred to as "**Sale Price**") and on the terms and conditions hereinafter appearing. The said flat bearing No. ____ is shown in ____ colour hatch lines on the plan annexed and marked as **Annexure ""** hereto, and is more particularly described in the Third Schedule hereunder written, and is hereinafter referred to as the "**said Flat**";
- MM. Relying upon the said applications, declaration and agreement herein contained, the Promoter has agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.
- NN. Under section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

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

1. The recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.
2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct the New Building known as “_____” being Project on the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, BMC, SRA and/or any other local authority from time to time. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to allot to the Purchaser/s, the said Flat in the Wing _____, admeasuring _____ square feet (RERA carpet area) on the ___**Floor** of the New Building being constructed on the said Property, being the Project, at and for the lumpsum Sale Price of **Rs.**_____/ - (**Rupees** _____**Only**) payable by the Purchaser/s to the Promoter in the following manner:

Sr.	Particulars	Percent
1.	Earnest Money	10%
2.	On Execution of Agreement	20%
3.	On Completion of the plinth	15%
4.	On Completion of 5 th Slab	03%
5.	On Completion of 10 th Slab	03%
6.	On Completion of 15 th Slab	03%
7.	On Completion of 20 th Slab	02%
8.	On Completion of 25 th Slab	02%
9.	On Completion of 30 th Slab	02%
10.	On Completion of 35 th Slab	02%
11.	On Completion of 40 th Slab	02%
12.	On Completion of 45 th Slab	02%

13.	On Completion of 50 th Slab	02%
14.	On Completion of 55 th Slab	02%
15.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	05%
16.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	05%
17.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	05%
18.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	10%
19.	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of an occupancy certificate or completion certificate.	05%
	Total	100%

4. 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 1(a) of this Agreement.
5. The Promoter has disclosed and the Purchaser is aware, agrees, acknowledges and confirms that: (a) the Floor Space Index available as on date in respect of the Project is _____ square meters, and (b) the Promoter has planned to utilize more FSI by availing of TDR and FSI available on payment of premiums and/or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations or otherwise. The Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of premises to be carried out by

the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. _____/- (Rupees _____ Only) plus all taxes, cess, fees, cost, charges, duties etc. including service tax and /or Value Added Tax (VAT) and/ or Goods and Services Tax (GST) etc. to the Promoter from time to time in the manner set out in Clause 3 herein. The Sale Price is exclusive of any sums, amounts, taxes, charges, cess, duties etc. including service tax, VAT, GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or that may become applicable or payable in the future, and all such sums, amounts, taxes, charges, duties, cess, etc. shall be entirely borne and paid by the Purchaser/s, and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Purchaser/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed.
7. Each of such installments shall be paid by the Purchaser/s within a period of 7 (Seven) days from the date of intimation by the Promoter. Time for payment of each installment is the essence of the contract.
8. The Purchaser shall pay to the Promoter escalation / increase in the Sale Price if such escalation / increase is on account of development charges, payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.
9. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “_____”. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of “_____”. 70% (seventy percent) of the amounts deposited/transferred to “_____”, from time to time shall be deposited in a separate account to be maintained under Section 4(2)(1)(D) of RERA. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% (ten percent) of the Sale Price.
10. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/authority. The Purchaser/s after making payment of each instalments and Service Tax/ GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter.
11. The Purchaser/s is/are aware that the time to make the payment of instalments and service tax / GST and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the instalment together with Service Tax/GST and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be

liable to pay interest at the simple rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

12. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then 10% (ten percent) of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% (ten percent) of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker). The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. The Purchaser/s shall also be liable to pay interest on any defaulted payment as per the terms herein contained, and all other amounts, sums, taxes, charges, duties, cess, etc. payable by the Purchaser to the Promoter, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to cancel the allotment of the said Flat. It is agreed by and between the Parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s without any interest within a period of thirty (30) days after said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and thirty (30) days after the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser.
13. The Purchaser/s is/are aware that the Promoter shall not be liable and/or obligated to allot any car parking to the Purchaser/s, and the Purchaser/s shall not be entitled to any car parking. However, the Promoter shall be entitled to allot car parking to other purchasers.

OR

The Purchaser/s is/are aware that the Promoter shall provide to the Purchaser, _____ parking, which shall be mechanical car parking in the podium ("**Parking Space**"), without consideration. However, the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Spaces by the Promoter and/or the Organization (defined hereinafter) and shall pay such outgoings in respect of the said Parking Spaces as may be levied by such organizations/apex body to be formed by them:

- (A) The Purchaser/s herein agree/s and confirm/s that Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Spaces; and
- (B) The Purchaser/s herein agree/s and confirm/s that he/she/they shall not raise any objection to the designations/selections of parking.
- (A) It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter 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 flats/units, car parking, portion or portions of the said New Building, other buildings etc. including recreation ground, internal roads, recreational facilities such as swimming pool, gardens, club-house etc. shall always be the sole and absolute property of the

Promoter. The Purchaser/s hereby confirm/s that the Promoter shall have the right and shall be entitled to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose of the said Property and/or said New Building and/or all other unsold flats/units/shops and car parks and portion or portions of the said New Building and/or the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as swimming pool, gardens, club-house, in the manner deemed fit and at the sole discretion of the Promoter. The Purchaser/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various premises in the said New Building and other buildings along with the users / occupiers of other premises / developments on the said Property.

- (B) With regards to the common areas described in the **Fourth Schedule** hereunder written, it is agreed that the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.
- (C) The Purchaser/s hereby agree/s, covenant/s and undertake/s that notwithstanding anything contrary contained herein, the Purchaser/s agree/s to purchase from the Promoter and the Promoter agrees to allot to the Purchaser/s, the said Flat, on the basis of RERA carpet area, and the Sale Price as set out herein, is in respect of the RERA carpet area of the said Flat, and the Purchaser/s shall not raise any disputes and/or claims in respect of the same.

14.

- (A) The Promoter shall, at its sole discretion and at the cost and expenses of the purchaser/s of the units in the New Building, submit applications for registration of one or more co-operative society/s under the Maharashtra Co-operative Societies Act 1960 or Condominium under Maharashtra Apartment Ownership Act or Limited Company in respect of New Building, to be known by such name as the Promoter may decide (such co-operative society/s or condominiums or limited company comprising of holders of premises shall hereinafter be referred to as the **“said Organization”**), as per the timelines prescribed under and in accordance with applicable laws.
- (B) The Purchaser shall join in forming and registering the Organization by such name as the Promoter may decide and for this purpose also from time to time, the Purchaser shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Organization and for becoming a member, including the bye-laws of the proposed Organization and duly fill in, sign and return to the Promoter within fifteen (15) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the organization of the purchasers of the New Building.
- (C) The Purchaser shall pay to the Promoter/Organization the proportionate share of the municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Flat.
- (D) The Promoter has informed the Purchaser that the Promoter shall form one or more organisation, inter alia of the New Building to be constructed on the said Property at its sole discretion.
- (E) The Purchaser shall make his/her/their proportionate contribution as may from time to time be required to be made to the said Organization.

- (F) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flats/units/shops, car parking spaces, portion or portions of the New Building etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the Organizations in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organization shall object to or dispute the same. On the Promoter intimating to the Organization, the name or names of the purchaser/s or acquirer/s of such unsold flats/units/shops/premises, etc., the Organization shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such purchaser/s towards development charges, legal charges etc. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats/units, shops, car parking spaces and other premises, save and except the municipal taxes, with effect from the date of grant of occupation certificate by the relevant statutory authority. Provided however in the event, the Promoter occupies or permit occupation of any unit, such occupant/s or Promoter as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such unit, the Promoter shall not be liable to take any permission/consent of the Organization.
- (G) The Promoter shall / shall cause MHADA and BMC or any other concerned authority to execute a Deed of Lease in respect of the New Building and/or the relevant portion of the said Property, in favour of the Organisation, as per applicable law, only after the Promoter has:
- (i) utilized, consumed, loaded etc. entire FSI, fungible FSI, free FSI, Premium FSI, potential, yield of the said Property and TDR;
 - (ii) completed the entire development of the said Property and the construction of the New Building on the said Property and obtained occupation certificate in respect thereof;
 - (iii) sold all the premises, etc. and received all the amounts from the purchaser/s of all the buildings on the said Property including the Sale Price from the Purchaser/s hereof; and
 - (iv) completed the development of the entire said Property, construction of the New Building and other buildings.

AND till then, the Promoter shall not be bound, liable, required to cause to execute any document in favour of the said Organization and complete the construction of the New Building on the said Property;

- (i) sell all the premises, etc. and receive all the amounts from the purchaser/s of all the buildings including the Sale Price from the purchaser/s hereof; and
- (ii) complete the development of the entire said Property and construction of the New Building thereon.

- 4.1 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 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.

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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.

- (H) The Purchaser shall at no time demand partition of the New Building and/or said and/or his/her/their/its interest, if any, therein and the same shall never be partitioned.
15. All costs, charges and expenses incurred in connection with the formation of the said Organizations as well as the costs of preparing, engrossing all deeds, documents required to be executed by the Promoter and by the Purchaser/s payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organizations as aforesaid and/or proportionately by all the holders of the units/flats etc., in the New Building. The Promoter shall not be liable to contribute anything towards such expenses.
 16. It is agreed that one month prior to the execution of agreements/documents in favour of the said Organisation, the Purchaser/s shall pay to the Promoter, the Purchaser's share of all costs, charges, expenses, etc. payable, if any, on the execution of agreement or any document or instrument of lease in favour of the Organization.
 17. The Promoter shall allot all flats, garages, car parking, open spaces, terraces etc. intended to be constructed on the said Property with a view ultimately that the purchaser/s/allottees of all the flats, garages, car parking, open space etc., in the New Building shall be admitted to the Organisation. It is agreed and clarified that the Promoter 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, garages, car parking, open spaces, terraces, etc., separately and independently and the Purchaser/s/allottees of all the flats, garages, car parking, open space in the New Building shall be admitted to the Organisation.
 18. The Purchaser/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the Organisation may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said Property. All the aforesaid rights and/or remedies of the promoter are cumulative and without prejudice to one another.
 19. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 20. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

21. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original
22. Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
23. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
24. In the absence of local laws, the association of allottees by whatever name called shall be formed on the execution of the registered agreement for sale by 51% Purchaser within a period of three months of the majority of allottees having booked their plot or apartment or building as the case may be, in the project
25. (A) It is agreed between the Parties that the Promoter shall be entitled to develop the said Property in such manner as the Promoter may desire. The Promoter is retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- (B) It is agreed between the Parties that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by SRA, BMC, MHADA and/or any other authorities in respect of the said Property to utilize FSI and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the New Building on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the Organisation at the discretion/option of the Promoter time to time.
26. The name of the sale/New Building shall always be known as “_____” and this name shall not be changed without the prior written permission of the Promoter.
27. It is agreed that the said Flat shall be of RCC structure with normal brick, gypsum, siporex, with cement plaster only. It is agreed that the New Building and its layout may contain

common fixtures, fittings and/or amenities as specified in the **Fifth Schedule** here underwritten. The Purchaser/s hereby agree/s, declare/s and confirm/s that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the New Building /said Property.

28. It is expressly agreed that the said Flat contains fixtures and fittings as set out in the **Sixth Schedule** hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.
29. Subject to the Purchaser/s not being in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Purchaser/s by _____ (“**Possession Date**”). If the Promoter fails to hand over the said Flat to the Purchaser/s on or before the Possession Date, and only if the Purchaser has paid all the amounts payable by him/her under this Agreement (including interest, if any) and performed all his/her obligations and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Purchaser/s simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.

Provided that the Promoter shall be entitled to reasonable extension of time for handing over possession of the said Flat, if the completion of the said Flat is delayed on account of:

- (i) War, civil commotion or act of God; and/or
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
30. If the Purchaser/s intend/s to cancel this Agreement or withdraw from the Project, on account of delay in handing over possession of the said Flat due to circumstances mentioned in Clause 31 herein, then on cancellation of this Agreement by the Purchaser/s:
- (A) The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of thirty (30) days after said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter.
 - (B) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
 - (C) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.
31. The Purchaser/s hereby agree/s and confirm/s that the Promoter shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by the Purchaser/s to the Promoter and/or collected by the Promoter from the Purchaser/s.
32. The Purchaser/s shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat or any of their rights and/or benefits, without the Promoter’s prior written consent.
33. Subject to Clause 31 hereinabove and / or subject to circumstances beyond the Promoter’s reasonable control, if the Promoter fails to hand over the said Flat to the Purchaser/s on the Possession Date or on the extended date/s and only if the Purchaser/s have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all

his/her/their obligations, and only if the Purchaser does not intend to cancel this Agreement / withdraw from the Project, simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.

34. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses 40 and 41 below. The Promoter shall offer in writing the possession of the said Flat to Purchaser after obtaining the occupation certificate from the authority and on all the payment made by the Purchaser/s. The Purchaser/s shall occupy the said Flat within fifteen (15) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the “**Date of Possession**” and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.
35. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be) and the New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property or part thereof and the New Building. Until the said Purchaser/s is/are admitted as members of the Organisation, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter, at its sole discretion.
36. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the Parking Spaces, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.
37. In addition to the said Sale Price of Rs. _____/- (Rupees _____ only), the Purchaser/s shall pay to the Promoter the following non-refundable amounts on the date on which possession of the said Flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.
38. The Purchaser/s shall, simultaneously with Promoter offering possession of the said Flat, pay to the Promoter, inter alia, the following amounts over and above the Sale Price and all other amounts payable by the Purchaser/s under this Agreement or otherwise. The Promoter are entitled to retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below and shall not be required and/or obligated to or handover the same to the Organisation:

Sr. No.	Charges	Amount (Rs.)
1.	Legal charges and expenses.	
2.	Non-refundable charges towards installation of cable, electric meter, MGL, water connection etc.	
3.	Non-refundable Infrastructure & Development charges on lumpsum	
4.	GST and all other taxes as may be applicable from time to time.	
	Total	

39. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Flat is offered:

Sr. No.	Charges	Amount (Rs.)
1.	Share money, application, entrance fee of the Organisation.	
2.	Being 1 year deposit towards share of maintenance and other charges @ _____/- unit per month.	
3.	Non-refundable towards corpus fund of the Organisation.	
4.	GST and all other taxes as may be applicable from time to time.	
	Total	

40. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges does not include GST and/or other applicable taxes and the Purchaser/s agree to pay the applicable taxes. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.
41. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.
42. (A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come, hereby covenant/s with the Promoter as follows:
- (i) Not to do or suffer to be done anything in or to the New Building, said Flat, 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 New Building or to the said Flat itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. 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.
 - (ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New 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 New Building and in case any damage is caused to the New 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.
 - (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

- (iv) Not to demolish or cause to be demolished the said Flat 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 Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the New Building.
- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the New Building or do any act to affect the F.S.I potential of the said Property.
- (vi) Not to affix any fixtures or grills on the exterior of the New Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within seven (7) days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.
- (vii) 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.
- (viii) Not to do or permit to be done any act or thing which may render void or bindable any insurance of the said Property and the New Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (ix) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, 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 Flat without the prior written consent of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.
- (x) Not violate and shall abide by all rules and regulations framed by the Promoter/ its designated Project Manager or by the Organisation, for the purpose of maintenance and up-keep of the said New Building and in

connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.

- (xi) Not violate and shall observe and perform all the rules and regulations which the Organisation 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 New Building and the 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 Organisation regarding the occupation and use of the said Flat in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - (xii) Not do or permit or suffer to be done anything in or upon the said Flat or any part of the New Building which is or may, or which in the opinion of the Promoter 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 neighbourhood provided always that the Promoter 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 New Building and the Purchaser/s shall not hold the Promoter so liable;
 - (xiii) 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 Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the New Building.
 - (xiv) Not in any manner enclose any area 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 Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat 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 Flat to its original state.
 - (xv) 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 New Building such as passage, lobby, staircase and / or any part of the said Property.
 - (xvi) Not to claim rights and interest on any common areas, amenities, facilities, etc., inter alia the common areas, amenities, and/or facilities as mentioned in the Fourth Schedule and the Fifth Schedule written hereunder
- (B) In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Flat and covenants as under:
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property and the New Building.
 - (ii) Not at any time cause or permit any public or private nuisance or to use the loudspeaker, etc., in or upon the said Flat, New 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 Promoter.

- (iii) 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 Flat and/or the New Building nor litter or permit any littering in the common areas in or around the said Flat and/or the New 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 Flat and/or the New Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
 - (iv) 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 New Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the New 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 New Building.
 - (v) Not display at any place in the New 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 New Building or common area therein or in any other place or on the window, doors and corridors of the New Building.
 - (vi) Not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building or the exterior wall of the said Flat 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 Promoter in accordance with such manner, position and standard design laid down by the Promoter;
 - (vii) Not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
 - (viii) cause the Organisation to paint the New Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Organisation; and
 - (ix) maintain, and cause the Organisation to maintain all the trees within the layout of the said Property.
43. If within a period of five (5) years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or any defects in the workmanship of the said Flat, quality of the material used in the said Flat or provision of service in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser, including any changes in the layout / approved plans in respect of the said Flat, or the purchasers/ occupants of the adjoining flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at their own cost.

44. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and the New Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter.
45. It is expressly agreed that the Promoter shall have a and perpetual right and be entitled to put a hoarding on the said Property or any parts of the New Building and/or other buildings including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, and the Organisation shall bear the electricity charged for the same in perpetuity. The Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Building or on the said Property and further the Promoter shall be entitled to use and allow third parties to use any part of the New Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have a perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/ Organisation shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.
46. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, give on license/ lease, transfer, mortgage, create charge etc. or otherwise deal with or dispose of the said Flat or any part thereof.
47. The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property along with the New Building, save and except the said Flat, being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property.
48. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the New Building being not ready for use and in the event of the Promoter offering occupation of the said Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Purchaser/s further confirm/s that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion and in accordance with applicable laws and approvals, without any interference or objection or dispute by the Purchaser/s.
49. The Promoter shall complete the Project by _____ (the “**Project Completion Date**”) provided always that the Promoter shall be entitled to further extension of time for completion of the Project, if the completion of the said Project is delayed on account of circumstances mentioned in Clause 31 and other circumstances beyond reasonable control of the Promoter.
50. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat 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 the Promoter under this Agreement or otherwise.

51. The Purchaser/s hereby nominates _____ having his/her/their address at _____ who is _____ of the Purchaser/s as his/her/their nominee in respect of the said Flat (the “**said Nominee**”). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.
52. The Purchaser/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter 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.
53. 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.
54. 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, Whatsapp and/or any other form of electronic media and/or written communication, at the time of delivery thereof to the person receiving the same.
55. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:
• Promoter PAN AAGCG912Q
• Sole/ First Purchaser PAN _____
• Second Purchaser PAN _____
56. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
57. No forbearance, indulgence or relaxation or inaction by the Promoter 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.

58. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter 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 Promoter.
59. All costs, charges, expenses, stamp duty, registration charges, GST, etc. on this Agreement, shall be borne and paid by the Purchaser alone, and the Promoter shall not be liable and/or responsible to bear and/or pay the same or any part thereof.
60. The Purchaser/s hereby declare/s that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flat 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 agree/s not to raise any objection in regard to the same.
61. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the First Property)

On or towards the East :
 One or towards the North :
 On or towards the West :
 On or towards the South :

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Second Property)

On or towards the East :
 One or towards the North :
 On or towards the West :
 On or towards the South :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

Flat bearing No. _____, Wing “___” _____ square feet (RERA carpet area) on the _____ floor of the New Building being constructed on the said Property

THE FOURTH SCHEDULE ABOVE REFERRED TO

*(Description of the common areas and facilities)**

- i. Lifts and staircases of the building including main landing as applicable to different premises, for the purpose of ingress and egress but not for the purpose of storing or for recreation.
- ii. The landing is limited for the use of the purchasers of the flat located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all purchasers and visitors
- iii. Electric meter/s and water meter/s connected to common lights, water connection, pump, etc.,
- iv. Over-head water tank.

- v. Meter rooms at ground floor level.
- vi. Under ground water tank at basement/ground level.
- vii. Fire fighting tank at basement/ground/terrace level
- viii. Septic tank, drainage, storm water drain, electrical poles, security cabin.
- ix. Common servant toilets.
- x. Terrace at top floor level.
- xi. Gymnasium
- xii. Banquet Hall
- xiii. I Space.
- xiv. Office for the Organisation.

THE FIFTH SCHEDULE ABOVE REFERRED TO
*(Description of Amenities in the New Building)**

THE SIXTH SCHEDULE ABOVE REFERRED TO
*(Description of Amenities in the said Flat)**

SIGNED AND DELIVERED
 by the withinnamed “**Promoter**”
M/S. DARSHAN PROPERTIES
 through its Partner

_____)
 in the presence of...)

- 1.)
- 2.)

SIGNED AND DELIVERED
 by the withinnamed “**Purchaser**”

_____)
 in the presence of...)

- 1.)
- 2.)

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