

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into Mumbai on this _____ day of
_____, 2025

BETWEEN

M/S. SAPTRISHI LANDMARKS LLP, holding PAN – ADBFS8903N, Registration No. - _____, a registered Limited Liability Partnership Firm, Registered under the provisions of Limited Liability Partnership Act, 2008 duly amended having its registered address at 1, First Floor, Granth Avenue, Ram Mandir Road, Kherwadi Junction, Bandra – (East), Mumbai – 40051 and having correspondence office at **810, Neelkanth Corporate Park, Kirol Road, Vidyavihar, Ghatkopar (West), Mumbai - 400 086 represented by its Designated Partner **MR. DINESH HARIBHAI DODIA**, holding PAN – AABPD0485F, hereinafter referred to as the “**Promoters / Developers**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the Partners or Partner for the time being of the firm, the survivors or survivor of them and the Heirs, Executors and Administrators of the last surviving partner and their Assigns) of the **FIRST PART**;**

AND

(1) MR. / _____ Aged - ____ years, holding PAN -
____ an/both adult/s, an/both Indian inhabitant/s, having address
at _____, hereinafter referred to as "**THE ALLOTTEE/S**"

(which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm the partners or partner for the time being constituting of the said the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in case of an HUF, all the coparceners of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcener/s and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in the case of a body corporate, its successors in title and permitted assigns) of the **SECOND PART**.

WHEREAS:

A Prior to December 1977, the Maharashtra Housing Board (formerly the Bombay Housing Board [B. H. B.]) a statutory body duly constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948) (hereinafter referred to as “**the Board**”) was the owner of,

11. **What is the primary purpose of the following statement?**

and or well and sufficiently entitled to a large tract of land situate at (Vikhroli – East, Mumbai) hereinafter referred to as the **“Said Larger Land”**.

- B.** The said Maharashtra Housing Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority (MHADA) a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai – 400 051 (hereinafter referred to **“MHADA”** or **“the Said Authority”**), duly constituted with effect from the 5th day of December, 1977 under Government Notification No. ARD-1077 (1)/desk–44, dated 5th December, 1977 of the Public Works and Housing Department, Government of Maharashtra, by operation of Section 15 of the said Act.
- C.** Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the said Authority.
- D.** The Board was inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. 113, CTS No. 354(Part), village Hariyali, Taluka Kurla and land admeasuring about 784.48 Square Metres as per Offer Letter dated – 27/12/2024 issued by Resident Executive Engineer, MHADA being part of the said Board’s land at Tagore Nagar Vikhroli – (East), Mumbai – 400083 in the Revenue and Registration District of Mumbai Suburban District and more particularly described in the First Schedule hereinafter written (hereinafter referred to as **“the said land”**). The plan of the said land duly certified by the Authority is annexed hereto as **Annexure “J”**.
- E.** The said land became the property of the said Authority and all rights, liabilities and obligations of the Board as aforesaid in relation to the said land have become the rights, liabilities and obligation of the said Authority.
- F.** The Government of India formulated a Housing Scheme viz. “Subsidized Industrial Housing Scheme” (hereinafter referred to as **“the said scheme”**) for the construction and allotment of tenements on rental basis to industrial workers. The tenements in the said building were allotted by the Board to industrial workers on rental basis. The Board had in pursuance of the said scheme constructed, inter alia, a building bearing No. **07** on the said land, for housing industrial workers, as provided in the said scheme hereinafter referred to as the **“Said Old Building”**.
- G.** (MHADA) a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) and Prior to December 1977, the Maharashtra Housing Board (formerly the Bombay Housing Board [B. H. B.]) a statutory body duly constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948),

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the Board was the owner of, and or well and sufficiently entitled to a large tract of land situate at Vikhroli – East, Mumbai.

- H. Maharashtra Housing and Area Development Authority (hereinafter referred to as “**MHADA**”), a statutory Corporation under the Maharashtra Housing and Area Development Act, 1976 and having its office at Griha Nirman Bhavan, Bandra (East), Mumbai - 400051 was inter alia seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 113, CTS No. 354(Part), Village Hariyali, in the Registration Sub-District of Kurla, Mumbai Suburban District of Mumbai City admeasuring about 784.48 sq. mtrs. or thereabout within the limits of Greater Mumbai being “**the said Land**” together with the Building No. 07 standing thereon being the “**said Old Building**”, more particularly described in the **First Schedule** hereunder written. The said land and the said Old Building shall hereinafter be collectively referred to as “**the said Property**”. A copy of the Property Card of the said Land is annexed herewith at **Annexure “A”**;
- I. The Government of Maharashtra/MHADA had taken decision to offer the tenements constructed to its allottees/occupiers on ownership basis and on as is basis inter alia on certain terms and conditions;
- J. The said allottees/occupants of the said Old Building formed themselves into a Co-operative Housing Society viz; **Tagore Nagar Saptarshi Co-Operative Housing Society Limited** Bearing Registration No. **BOM/HSG/8079 of 1983** and having its registered office at Building No. 07, Tagore Nagar, Vikhroli – (East), Mumbai – 400083;
- K. Thereafter, MHADA vide a registered Indenture of Lease dated **30/09/1992** granted Lease in favour of the Society of the land lying underneath and appurtenant to Building No. 07 on the Said Plot, being part of the Larger Land for a period of 99 [Ninety Nine] years on the Terms and Conditions more particularly contained thereunder;
- L. MHADA also executed a registered Deed of Sale dated **30/09/1992** thereby granting conveyance of the structure i.e. Building No. 07 constructed on the said Plot consisting of 32 [Thirty Two] Tenements situated in Ground and Three Upper Floors;
- M. The said Old Building consisted of ground + Three floors totally having 32 flats, which were occupied by the respective 32 Existing Members of the Society;
- N. Thereafter the Resident Executive Engineer, MHADA had as per the Offer Letter issued dated – 27/12/2024 re-demarcated the said Land certifying that the area of said Land is decreased by 18.51 Sq. Mtrs. due to road setback from the Original area of 802.99 and therefore, presently the area of the said land is 784.48 Sq. Mtrs;
- O. The said Old Building was constructed prior to the year 1983 and was in a dilapidated condition and repairing was not practical, feasible and also was beyond repairable condition. The said existing members were desirous to appoint a Developer for the

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redevelopment of the said Property since they did not have the requisite funds, expertise, and technological knowledge;

P. At the Special General Body Meeting the Society decided to redevelop the said Property and the members of the said Society were intimated to get offers / quotations from various reputed developers known to them;

Q. In its Special General Body Meeting, the PMC / Managing Committee placed before the General Body called upon as per the provisions under S. 79A of the M C S Act, 1960 and the Rules thereunder the Offer Letter received from the Developer herein along with all other Offer Letters from various Developers for consideration of the General Body and by majority the Society selected the Developer herein to redevelop the said Property in the presence of the Officer duly appointed by the Office of the Deputy Registrar, Co-operative societies, MHADA;

R. By a Development Agreement dated **04/02/2021** registered with the Sub-Registrar of Assurances at Kurla under Document Registration Serial No. **KRL-1/2255/2021** (hereinafter referred to as "**the said Development Agreement**") and a Supplementary Agreement dated – **07/05/2025** registered with the Sub-Registrar of Assurances at Kurla under Document Registration Serial No. **Mumbai 21/9403/2025** (hereinafter referred to as "**the said Supplementary Agreement**") executed between the said Society, its Members and the Developers herein, the Society granted Development Rights in respect of the said Property to the Promoters / Developers herein, on the terms and conditions mentioned therein. The said Society has also executed Two Power of Attorneys dated **04/02/2021** registered under Document Registration Serial No. **KRL-1/2257/2021** AND Power of Attorney dated - **07/05/2025** registered under Document Registration Serial No. **Mumbai 21/9404/2025** in favour of the Developers to do acts, deeds and things mentioned therein;

S. In accordance with the said Development Agreement, the Promoters / Developers have committed to provide to each of the existing member of the said Society one flat admeasuring 580.00 Sq. Ft. usable carpet area (inside wall to wall as per MHADA approved plan). The Promoters / Developers are further entitled to sell and allot the balance flats / premises as well as the remaining car parking spaces to prospective Purchasers as they may deem fit and receive and retain the entire sales proceeds in respect thereof and appropriate the same to recover their costs and profit;

T. The Promoters/Developers are accordingly entitled to redevelop the said Property bearing CTS No. 354(pt) of Village – Hariyali, Taluka – Kurla, Mumbai Suburban District admeasuring 784.48 Sq. Metres along with Building No. 07 standing thereon situated at Tagore Nagar, Vikhroli – (East), Mumbai – 400083.

U. The Title of the Developers to redevelop the said Property is set out in the title certificate Dated **05/10/2021** issued by **S. T. Borkar, Advocates & Solicitors**, a copy whereof is

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annexed hereto as **Annexure "B"**;

- V. The Developers/Promoters have proposed to construct a Building on the said Land proposed to be known as "**SHREE BALAJI 7**" on the said Land (hereinafter referred to as "**the said Project**");
- W. The Society and the Developers have appointed M/s. Shelter Associates as Architect registered with the Council of Architects as project Architect and have entered into a Contract / standard Agreement with them, as per the format of agreement prescribed by the Council of Architects / issued an Appointment Letter.
- X. The Promoters / Developers have appointed Mr. Haresh L. Patel, the R.C.C. Consultant, for obtaining the sanction of the plans and for supervision of the construction and structural work, etc. and have accepted their services as their consultants for the supervision and completion of the development work. The Developers shall accept the professional supervision of the appointed Architect or such other Architect/s and the said Structural Engineers or such other Structural Engineer/s appointed at their sole discretion, risk and consequences till the completion of the redevelopment project on the said Land;
- Y. Resident Executive Engineer, Mumbai Board, MHADA has issued the **OFFER LETTER** dated – **27/12/2024** vide their Letter Reference No.– **CO/MB/REE/NOC/F-1172/3039/2024**.
- Z. Resident Executive Engineer, Mumbai Board, MHADA has issued the NOC dated – **23/07/2024** thereby giving their No Objection of their Office for undertaking construction as per the proposal of the Said society subject to the Terms and Conditions mentioned therein.
- AA. The Promoters/Developers had submitted building plans for approval for the said Project and the same were duly approved and sanctioned by MHADA vide a Letter dated 28/03/2023 bearing No. CTS 354(pt), Survey No. – 113, of village Hariyali, MHADA layout, Tagore Nagar, Vikhroli – (East), Mumbai – 400083 for construction of the new Building has been obtained. A Copy of the **Intimation of Approval (IOA)** dated **14/06/2021** bearing No. **MH/EE/BPCell/GM/MHADA-8/840/2021** is annexed herewith as **Annexure "C"** and **C.C.** bearing No. **MH/EE/(B.P.)/GM/MHADA-8/840/2021** dated **23/07/2021** and Further Commencement Certificate/s dated – 22/09/2023, bearing No. **MH/EE/(B.P.)/GM/MHADA-840/2023** has also been issued by MHADA are annexed herewith as **Annexure "C1 and C2"** respectively and Approved Plan is annexed hereto as **Annexure "D"**. The copies of the Approved amended plans dated – **28.03.2023** bearing No. – **MH/EE/(B.P.)/GM/MHADA-08/840/2023**. are annexed herewith.
- BB. The redevelopment project of the said Property has been sanctioned under the provisions of Regulation 33(5) of DCPR, 2034. The Developer has also procured provisional CFO NOC dated 24/12/2021 issued by Office of Deputy Chief Fire Officer inter alia sanctioning construction of the said Building having Part basement for pump room + Ground Floor

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Premises and Twenty Three [23] upper residential floors.

CC. The Promoters / Developers have registered the said Building Project with the Maharashtra Real Estate Regulatory Authority (“Authority”), under the provisions of Section 5 of the Real Estate (Regulation & 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 Authority has duly issued the Certificate bearing No. **P51800032058** dated **03/12/2021** for the said Project. A Copy of the RERA Certificate is annexed hereto as **Annexure “F”**;

DD. In the circumstances aforesaid, the Promoters / Developers is inter alia entitled to sell/allot/cancel/reallot all Flats/units/area and other tenements in the said Building/Project (other than the Flats and Car Parking to be allotted to the existing members of the Society) as they may deem fit and proper and as per their sole discretion;

EE. The Allottee/s is/are desirous of acquiring Flat bearing No. _____ Wing - ___, admeasuring _____ sq. ft. RERA carpet area and additional balcony/ies /Deck area of _____ **Sq. ft** . Total Area _____ **Sq. Ft.** on the **____th Floor** of the new proposed building, to be constructed by the Developers herein, which shall be known as “**SHREE BALAJI 7**” on the said Land as shown on the typical floor plan hereto annexed as **Annexure “G”**, bounded by red colour line and more particularly described in the Second Schedule hereunder written along with the right to exclusively use **NIL / ()** Parking slot(s) (“**Car Parking Space**”) more particularly described in the **Second Schedule** hereunder (the said Flat and Car Parking Space are hereinafter collectively referred to as “**the said Premises**”) and has requested the Promoters / Developers to allot to him/her/them/it the said Premises. Upon the aforesaid request of the Allottee/s, the Promoters / Developers hereby agree to allot to the Allottee/s and the Allottee/s agree to acquire from the Developers/Promoters, the said Premises for the consideration and on the terms and conditions hereinafter appearing;

FF. Prior to execution of this Agreement the Allottee/s has/have demanded inspection from the Developers/Promoters and the Developers/ Promoters has given free, full and complete inspection to the Allottee/s of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Developer’s/Promoter’s Architects, the certificate of title, revenue records and all other documents and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law;

GG. Prior to execution of this Agreement the Allottee/s has examined the copy of the RERA Certificate and has also examined all documents and information uploaded by the Developers/Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;

HH. The Allottee/s, after being fully satisfied about the right and authority of the

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Developers/Promoters to develop the said Land including the said Property has agreed to purchase the said Premises from the Developers/Promoters and the Developers/Promoters has agreed to sell the same to the Allottee/s on the terms and conditions hereinafter set out;

- II. Under provisions of RERA, the Developers/Promoters is required to execute a written Agreement for Sale in respect of the Premises agreed to be sold to the Allottee/s and the Parties are therefore, executing these presents. The Allottee/s shall lodge this Agreement for registration before the concerned Sub-Registrar of Assurance for Registration and upon intimation of the same to the Developers/Promoters, the Developers/Promoters shall attend the office of Sub-Registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

II. PROJECT LOAN

At present The Promoter(s) have not availed Construction Finance from any Firm / Company for which they are entitled to create charge on the Property being Development Rights (“**Development Rights**”) and Unsold Units belonging to share of M/s. Saptrishi Landmarks LLP as mentioned in Schedule II below (“**Unsold Units**”) and Present and Future FSI accruing to the Developers (“**FSI**”) in the re-development Project known as “**SHREE BALAJI 7**” (RERA bearing no. **P51800032058**) (“**Said Project**”) being developed on all that piece and parcel of land admeasuring 784.48 Sq. Mtrs. bearing Survey No. – 113, corresponding to CTS No. 354(part) (as per Indenture of Lease dated 30/09/1992) of Village Hariyali, Taluka Kurla, District Mumbai Suburban being the “**Said Property**”.

In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage may be registered between the Promoter as Mortgagor and Financial Institution / Bank as The Mortgagee and may create a Mortgage on the Project “**SHREE BALAJI 7**” upon the terms and conditions mentioned therein.

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

1. INTERPRETATION

1.1 The recitals set forth herein above are and for all purposes shall be interpreted as being an integral part of this Agreement and are incorporated in this Agreement by reference;

1.2 Clause headings are for convenience purpose only shall not affect the interpretation except to the extent that the context otherwise required;

1.3 In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.

2. SALE

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2.1 The Developer hereby agrees to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase from the Developer the said Flat bearing No. Wing - B, comprising of (1) Bedroom, Hall and Kitchen on (th) Floor admeasuring Sq. Ft. RERA carpet area and additional balcony/Deck area Of Sq. Ft., Total area Equivalent to Sq. Ft. The "carpet area" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the said Flat and more particularly as defined in the RERA, shown hatched on the Typical Floor Plan thereof being the **Annexure "G"** at and for a total Consideration of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as "**the Consideration**") which amount is exclusive of applicable Stamp Duty / Registration Fees / GST / Development Charges / other Legal charges. It is hereby clarified that the Car Parking Space, if any provided, shall be attached to the said Flat and will not have any independent identity. It will be the responsibility of the Allottee to deduct the TDS from the above said consideration amount and deposit the same with the Government Treasury in respect of THESE PRESENTS as required under Section 194-IA of the Income Tax Act, 1961 and relevant Rules made there under and issue the corresponding TDS certificate in favour of the Promoters / Developers within prescribed time limit. The said Flat and the Car Parking Space are more particularly described in the Second Schedule hereunder written. The Payment Schedule shall be as per the below mentioned Table –

2.2

PAYMENT SCHEDULE			
Amount (Rs)	Demand	Percentage of Payment	Description
*****	10.00%	10%	Earnest Booking Money Received
*****	30.00%	20%	After Execution of Agreement
*****	45.00%	15%	on Completion of Plinth
*****	46.50%	1.50%	on Completion of 1st Slab
*****	48.00%	1.50%	on Completion of 2nd Slab
*****	49.50%	1.50%	on Completion of 3rd Slab
*****	51.00%	1.50%	on Completion of 4th Slab
*****	52.50%	1.50%	on Completion of 5th Slab
*****	54.00%	1.50%	on Completion of 6th Slab
*****	55.50%	1.50%	on Completion of 7th Slab
*****	57.00%	1.50%	on Completion of 8th Slab
*****	58.50%	1.50%	on Completion of 9th Slab
*****	60.00%	1.50%	on Completion of 10th Slab
*****	61.50%	1.50%	on Completion of 11th Slab
*****	63.00%	1.50%	on Completion of 12th Slab
*****	64.50%	1.50%	on Completion of 13th Slab
*****	66.00%	1.50%	on Completion of 14th Slab
*****	67.50%	1.50%	on Completion of 15th Slab
*****	69.00%	1.50%	on Completion of 16th Slab
*****	70.50%	1.50%	on Completion of 17th Slab

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*****	72.00%	1.50%	on Completion of 18th Slab
*****	73.50%	1.50%	on Completion of 19th Slab
*****	75.00%	1.50%	on Completion of 20th Slab
*****	76.50%	1.50%	on Completion of 21st Slab
*****	78.00%	1.50%	on Completion of 22nd Slab
*****	79.50%	1.50%	on Completion of 23rd Slab
*****	82.00%	2.50%	on Completion of brick work
*****	83.50%	1.50%	on Completion of internal plaster work
*****	85.00%	1.50%	on Completion of flooring
*****	87.50%	2.50%	on Completion of Staircase / lift well
*****	90.00%	2.50%	on Completion of Terrace
*****	91.50%	1.50%	on Completion of internal plumbing
*****	93.00%	1.50%	on Completion of Electrical fittings
*****	94.50%	1.50%	on Completion of Electrical fittings
*****	96.50%	2.00%	on Completion of Lift and Parking
*****	97.50%	1.00%	on Completion of Sanitary fitting
*****	100.00%	2.50%	on Completion of on Possession
*****	TOTAL		

All taxes, levies, duties, cesses, charges (whether applicable /payable now or become Applicable / payable in future) including but not limited to service tax and/or value added tax (VAT) and or TDS and/or goods and services tax (GST) and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, land under construction tax, local body tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), Development charges, Development Cess, Labour Cess 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 ("Statutory Charges") in respect of the said Premises and/or the transaction contemplated herein and/or in respect of shall be binding on the Allottee/s.

The Allottee/s is /are solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted the sale consideration and/or the other amounts payable shall be borne and paid by the Allottee/s at Source), if any, in respect of THESE PRESENTS and/or the Total Consideration.

The Allottee/s hereby as Decided /quantified by the Developer indemnifies and keeps indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable Tax Deducted at Source (TDS) (if any), by the Allottee/s in respect of THESE PRESENTS and the Total Consideration.

The amounts deposited towards the Total Consideration in the said Account will be dealt by the Developer in the accordance with RERA read with the RERA Rules.

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The Allottee shall make all such payments towards installments / final payment in favour of the Promoters / Developers Firm and Maha RERA Bank account details as mentioned herein under–

Saraswat Co-Operative Bank Ltd; Branch – Ghatkopar East

RERA Collection Account Number: 610000000040122

The Total Consideration is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification /order /rule /regulation /demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments towards the Total Consideration in the said Account will be dealt by the Developer in the accordance with RERA read with the RERA Rules.

Total Consideration is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

2.3 The Developer shall confirm the final RERA carpet area that has been allotted to the Allottee/s after the construction of the New Building is complete and the Occupation Certificate is granted by the competent authority by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The Total Consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the RERA carpet area then the Developer shall refund the excess money paid by Allottee/s within 45 (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/s. If there is any increase in the RERA carpet area allotted to Allottee/s, the Developer shall demand additional amount towards the said Total Consideration from the Allottee/s 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 this

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Agreement.

2.4 The aforesaid Total consideration to be paid by the Allottee/s is inclusive of the proportionate price of right to use the Common Areas appurtenant to the said Flat. The percentage of the undivided interest of the Allottee/s in the Common Areas limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat agreed to be sold hereunder to the total area of the said Property/the Building.

2.5 The Allottee/s authorizes the Developer to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the Developer may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Developer to adjust his/her/its/their payments in any manner. Time shall be essence of this Agreement as to aforesaid payments to be made by the Allottee/s to the Developer.

2.6 The Developer shall construct the new Building in accordance with the plans, designs and specifications as referred hereinabove and as approved by the concerned authority and as may be modified from time to time, Provided however that the Developer shall obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely directly affect the said Flat of the Allottee/s, except, any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s.

2.7 The Allottee/s shall be entitled to use the Common Areas and amenities to be provided by the Developer together with other allottee/s of flats in the Building, but Allottee/s shall not be entitled to claim any right therein.

2.8 Time is of essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof. The Allottee/s shall make timely payments of all installments of the Total Consideration and other dues payable by him/her/it/them.

2.9 The Allottee/s shall be entitled to the said Premises only upon the Allottee/s making full payment of all the amounts due and payable by him/she/it/them to the Developer. The Allottee/s shall have no claim to the remaining portion of the said Property or constructions thereon.

3. CAR PARKING SPACE:

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3.1 The Car Parking Space has been reserved by the Developer for the Allottee/s on the following terms and conditions:

- a.** The Allottee hereby agrees and confirms that it shall be at the sole discretion of the Developer to decide and finalise the nature of car parking spaces in the Building i.e. mechanical, puzzle parking, pit parking, stack upper/lower parking etc. and accordingly the Developer will be entitled to allot at its sole discretion.
- b.** Un-allotted Car Parking Spaces in the Building, if any, shall continue to remain the property of the Developer. It shall be upon the Developer's discretion till such time to allot/use these un-allotted spaces or continue to remain with the Developer.

4. FSI OF THE BUILDING AND THE DEVELOPER'S ENTITLEMENTS IN RESPECT THEREOF:

4.1 In this Agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the MHADA under its relevant building regulations or bye laws. The Developer shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said project. At present the total FSI of _____ Square Meters (built-up) has been sanctioned for consumption in the construction and development of the Building.

4.2 The Developer hereby declares that no part of the presently approved FSI (Floor Space Index) has been utilised by the Developer elsewhere for any purpose whatsoever. In case while developing the said Property, the Developer has utilised any FSI (Floor Space Index) of any other land or property by way of floating FSI (Floor Space Index)/TDR (Transferable Development Rights), then the particulars of such FSI (Floor Space Index) shall be informed by the Developer to the Allottee/s, upon request by the Allottee/s.

4.3 The Allottee/s hereby agrees, accepts and confirms that the Developer proposes to develop the Building (including by utilization of the full development potential) in the manner more particularly detailed hereinabove and as depicted in the layout plan at **Annexure "H"** hereto and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

4.4 In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to the said Property, increase in FSI /FAR , purchase of paid FSI/FAR by the Developer, purchase of TDR, additional FSI as compensation, in such an event the Developer shall be absolutely entitled to utilize such additional FSI/FAR on the said Property

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or part thereof either by way of construction of new building or extension of any of the building/s/ on the said Land as may be permitted.

5. POSSESSION OF SAID FLAT AND FORCE MAJEURE EVENTS

5.1 The Promoter shall give possession of the Flat / Premises to the Allottee on or before **30.09.2026**. If the Promoter fails or neglects to give possession of the Flat / Premises to the Allottee on account of reasons beyond their control and their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Flat / Premises with interest at the same rate as may be mentioned in the clauses herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- a.** War, civil commotion or act of God;
- b.** Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

5.3 If the Developers fails or neglects to give possession of the said Premises to the Allottee/s as stated hereinabove save and except on account of Force Majeure (as defined in Clause herein) or any reasons beyond their control, then the Allottee/s shall be entitled to after giving 30 (Thirty) days' notice in writing, to terminate the Agreement and thereupon the Developers/Promoters shall be liable on demand to refund to the Allottee/s the amount already received by the Developers/Promoters in respect of the said Flat / Premises along with interest at the rate stipulated in RERA Rules from the date of the receipt of such amount till refund simultaneously against the Allottee/s executing and registering requisite Cancellation Deed. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Property in any manner whatsoever and the Developers/Promoter shall be entitled to deal with or dispose of the said Premises to any person or party as the Developers may desire at its absolute discretion.

6. PROCEDURE OF HANDING OVER POSSESSION OF THE SAID FLAT

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6.1 The Allottee/s shall take possession of the said Premises within 15 (Fifteen) days (hereinafter referred to as “**the Possession Notice Period**”) of the Developer giving written notice (hereinafter referred to as “**the to the Allottee/s intimating Possession Notice**”) that the said Premises is ready for use and occupation and that the Occupation Certificate has been received for the Flat / Premises purchased.

6.2 Within 15 (Fifteen) days of the Developers/Promoters’ giving written notice to the Allottee/s intimating that the said Premises is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) of outgoings in respect of said Premises, the said Building, the Property, the said Larger Property as well as common amenities and facilities including without limitations the Property Tax, Electricity bills and all other bills and charges related to the Said Flat and Car parking charges if availed the Facility and all the common charges including without limitations the water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars/security guards/security agency, sweepers, property managers/property management company/s, facility service provider and all other expenses necessary and incidental to the management and maintenance of the said Premises, the said Building and/or the said Property as well as common areas, recreational facilities and amenities provided therein. The Allottee further agrees to pay the following contribution in addition to the above mentioned consideration amount to the Developer. The Allottee/s further agrees that till the Allottee/s’s share is so determined, the Allottee/s shall pay to the Developers provisional monthly contribution calculated at per Square Foot basis which will be paid in advance for a period of 12 [Twelve] Months from the date the Developers notify them that the premises is ready for occupation and the allottee shall not withhold the same. Non-payment or default in payment of any of the amount shall be regarded as the default on the part of the Allottee and shall entitle the Developers / Promoters to terminate this Agreement in accordance with the Terms and Conditions contained herein. Any amount paid by the Allottee shall be interest free and returnable if received in excess without any interest. The Allottee shall pay the following additional payment to the Developers –

- [i] Rs. 500/- (Rupees Five Hundred only) being the Share money.
- [ii] Rs. 100/- (Rupees One hundred only) being the Membership Fees and Entrance Fees.
- [iii] Society maintenance bill payable at the rate of Rs. 9/- (Rupees Nine only) per Square foot towards the contribution towards the advance Monthly contribution towards the outgoings / maintenance of the Society.
- [iv] Rs. _____/- (Rupees _____ only) being the Deposit towards Water, Electric and other utility and Services connection charges.
- [v] Rs. _____/- (Rupees _____ only) for deposits of Electrical Receiving and Sub Station provided in Layout.
- [vi] The car parking Charges as per the final approval if availed of car parking facility.

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All other levies (by whatever name it is called) payable to MHADA/Municipal Corporation, Local Authorities, Society, etc;

6.3 The Allottee/s shall also be liable to bear and pay property tax, betterment charges, local taxes and Authorities and or any other Government and Semi-Government Authorities (herein after referred to as the Property Tax) on actual basis. The Allottee/s shall directly pay an amount towards Corporation, Local Authorities and or any other Government and Semi-Government Authorities on Property Tax, Electricity Bill/ Deposit, Mahanagar Gas Ltd. Bill/ Deposit, to MHADA/Municipal actual basis on or before taking possession of the said Premises. The Developers shall handover the balance amount, if any, after handing over charge of said Building to the Society of the Allottee/s and recover the shortfall if any. In case Property Tax bills are not issued in the name of the Allottee/s and are issued in the name of Developers / Society, in that event the Allottee/s shall pay their share of the Property Tax Electricity Bill, Mahanagar Gas Ltd. Bill etc. to the Developers in advance to enable the Developers/Promoters to make such payments of such bills.

6.4 The Developer shall maintain a separate account in respect of the sums received by the Developer from the Allottee/s as advance or deposit on account of share capital, outgoings etc.

6.5 Upon receiving a written intimation from the Developers/Promoters as per clause hereinabove, the Allottee/s shall take possession of the said Premises from the Developers by executing necessary documents. Irrespective of the fact that whether or not the Allottee/s takes possession within the time provided in clause 5.1, the Allottee/s shall be liable to pay maintenance charges as may be intimated by the Developer. Upon receiving possession of the Premises / Flat or expiry of the said 15 days from offering of the possession (“**Offer to Possession Date**”), the Allottee/s shall be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s against the Developers, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Allottee/s.

6.6 The Allottee/s hereby agree that in case the Allottee/s fails to respond and/or neglects to take possession of the said Premises within the time stipulated by the Developers/Promoters, then the Allottee/s shall in addition to the other charges stated in clause hereinabove, also pay to the Developers/Promoter holding charges at the rate of Rs. 10/- (Rupees Ten Only) per sq. ft. of the Carpet Area of the Premises/Unit per month (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common area and facilities and common facilities if any) for the period of such delay. During the period of said delay the said

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Premises shall remain locked and shall continue to be in possession of the Developers but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

7 DELAY IN PAYMENTS BY THE ALLOTTEE/S AND CONSEQUENCES THEREOF

7.1 The Allottee/s agrees to pay to the Developers/Promoters, interest as specified in RERA Rules on all the delayed payment/s which become due and payable by the Allottee/s to the Developers/Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

7.2 Without prejudice to the right of the Developers/Promoters to charge interest, as stated in this Agreement, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developers/Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings), and on the allottee committing three defaults of payment of instalments the Developers may at its own option, terminate this Agreement. Provided that, before termination of the Agreement, the Developers/Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee/s by registered Post A.D at the address provided by the Allottee/s and/or mail at the email address provided by the Allottee/s of its 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/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then, at the end of such notice period, the Developers shall be entitled to terminate this Agreement. Provided further that, upon termination of this Agreement as aforesaid, the Developers shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages as provided herein) within a period of 30 (Thirty) days of the termination the instalments of sale consideration of the Flat / Premises which may till then have been paid by the Allottee to the Promoter.

7.3 It may be noted that refund shall be released by promoter only upon Allottee/s executing and registering requisite Deed of Cancellation and returning original of this Agreement duly cancelled. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Developers of the termination clause and accordingly thereafter Developers shall be at liberty and shall have all legal right to allot and/or sell/transfer the said Premises to any third party upon such terms and conditions as may be deemed fit by the Developers. The Allottee/s shall not be entitled to raise any dispute or objection for such third - party allotment of the said Premises by the Developers.

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7.4 The liquidated damages shall include: i.e., 10% of the amount of Entire Purchase Consideration, ii. Interest on any overdue payments, iii. Brokerage paid to channel partners/brokers, if any, iv. Any amount paid by the Developers/Promoters to any of the Government Authorities in respect of this agreement allotment of said Flat to the Allottee/s including stamp duty, registration charges, GST or any other taxes paid to any authorities. It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above the balance amount if any shall be refunded to the Allottee/s in the manner stated above and that too simultaneously upon Allottee/s executing and registering the Deed of Cancellation of this Agreement and handing over original of this Agreement. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation, the Developers/Promoters' right to forfeit and refund the balance to the Allottee/s and the Developers/Promoters' right to sell/transfer the said Flat and/or car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Flat and/or any part or portion thereof and/or Car park(s) and/or the Project and/or the said Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developers/Promoters in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

8. STRUCTURAL DEFECTS AND DEFECT LIABILITY

8.1 If within a period of five years from the date of handing over the Flat / Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat / Premises or the building in which the Flat / Premises 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.

8.2 The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains etc. In the event of there being any external leakages or external defects to the Building being detected within the above-mentioned period of 5 (five) years, the same shall be rectified by the Developer. However, any internal repairs inside the said Flat shall be carried out by the Allottee/s at his/her/its/their own costs.

8.3 It is clarified that the liability of the Developer under Clause 8.1 shall not extend to:

A. Any such defects if the same have been caused by reason of the default and/or negligence of

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the Allottee/s and/or any other allottees in the Building (including the family members, servants, occupants, licensees of such allottees) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developer/Utility Providers for the Building.

B. Defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

9. PAYMENT OF ADDITIONAL AMOUNTS BY THE ALLOTTEE/S

9.1 The Allottee/s shall further within 7(seven) days prior to the delivery of possession of the said Premises deposit such amounts as may be determined by the Developer as security for due observance and performance of all his/her/its/their obligations provided in the preceding Clauses. The Allottee/s shall not be entitled to question either the quantum of such amounts nor claim any interest thereon or the appropriation of the same for the purposes for which they have been paid and/or deposited by the Allottee/s.

9.2 The Allottee/s hereby further agree/s and undertake/s to pay to the Developer on demand and/or within 7(seven) days of receipt of the said Possession Notice, such additional amount or amounts may be determined and/or demanded by the Developer in respect of any additional facility and/or amenities, if any, as may be provided by the Developer in addition to such Amenities as provided under this Agreement. A list of specifications and amenities, Lift details, to be provided the Flat is annexed herewith marked as **Annexure "I"**. The said Amenities shall be provided which are free of FSI only. All the common amenities shall be provided within 06 [Six] Months from the date of obtaining Occupation Certificate (OC). The Developer agrees to take prior consent as per Section 14 of MAHA Rera for any major revisions, changes, shifting or corrections in the amenities, facilities or common areas which shall be non-negotiable.

9.3 The Developer shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Allottee/s as per prevailing laws, rules, regulations, notifications, bye-laws etc. till the absolute handover of the said Property to the Society.

9.4 The Developer, after deducting from the various amounts paid by the Allottee/s to the Developer as deposits (other than deposits to be retained permanently and towards expenses due in respect of the said Premises as aforesaid) and the costs, charges, and expenses referred to hereinafter in the proportion decided by the Developer, shall transfer the balance, if any, to the Society. The accounts, in this behalf shall be rendered by the Developer to the Society, if demanded by the Society, and not to the Allottee/s in his/her/its/their own capacity.

9.5 If any amounts due and payable by the Allottee/s remains unpaid then the Developer

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at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee/s or from any amount payable to the Allottee/s and adjust the account accordingly and in case still there are dues from Allottee/s make demand accordingly.

9.6 So long as each allottee of the flats in the Building shall not be separately assessed, the Allottee/s shall pay such proportionate part of the assessment in respect of the Building as may be provisionally determined by the Developer, whose decision shall be final and binding upon the Allottee/s.

9.7 The Allottee/s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the MHADA/ Local Authority and/or Government and/or Public Authority.

9.8 In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the Building such deposit or money or any other charges, in addition to and over and above the charges specified hereinabove, the same shall be payable by all the allottee/s of the flats in proportionate share and the Allottee/s agree/s to pay within 7 (seven) days of demand to the Developer his/her/its/their share of such deposit or money.

9.9 If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the MHADA, Local authority, Government and/or any other public authority in respect of the said Premises and/or the Building, the same shall be the responsibility of all the allottees of the flats in the Building and the same shall be borne and paid by all the allottee including the Allottee/s in proportionate shares.

9.10 Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other allottees in Project, the same shall be in proportion to the RERA carpet area of the said Premises to the total RERA carpet area of all the other premises/units/areas/spaces in the Building.

10. RIGHTS OF THE DEVELOPER

10.1 The Developer shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the Building and on the façade, terrace, compound wall or other part of the Building. The Developer shall also be entitled to place, select, decide hoarding/board sites in the Building.

10.2 Irrelevant of the stage of redevelopment, the Developer shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the said Society. The flats in

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respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Developer and the new Allottee/s in this regard.

10.3 In the event any portion of the said Land being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Developer shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Developer deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.

10.4 All the common areas amenities and facilities of the Building shall remain under the charge and control of the Developer till the Developer formally hands over the charge and control thereof to the Society.

10.5 The Allottee/s is aware that as required by MHADA while issuing the Building plans, the Developer/ Promoters have inter alia given following undertaking:

- a.** The Allottee/s shall not hold the MHADA liable for any deficient in the open spaces.
- b.** The Allottee/s agrees for a no objection for the neighbourhood development with deficient open space in future.
- c.** The Allottee/s shall not hold MHADA liable for failure of mechanical parking system/car lifts in future.
- d.** The Allottee/s shall not hold MHADA liable for the proposed inadequate sizes of rooms in future.
- e.** The Allottee/s shall not hold MHADA liable regarding inadequate maneuvering space of car parking in future.

11. ADMISSION OF ALLOTTEE/S AS MEMBER/S IN THE SOCIETY

11.1 The Allottee/s shall, from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming a member in the Society.

11.2 The Society shall admit all allottee/s/ purchasers of Flats and premises in the said Building as members, in accordance with its bye-laws.

11.3 Only after the existing Members being offered the permanent accommodation in the Building to be constructed on the said Land that the Developer's shall give possession to the prospective buyers or allottee/s/ purchasers and not otherwise and in no manner and/or under any arrangement possession to new purchaser shall be provided under any guise or reason, as provided in the Development Agreement.

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11.4 The Allottee/s shall provide undertaking he/ she/ it will abide with Maharashtra Co-operative Societies Act 1960, the bye-laws of the Society and all the terms and conditions of the said Development Agreement are binding upon him/ her/ them.

11.5 The Allottee/s shall make application for membership (Appendix-2) and furnish an undertaking in the prescribed form (Appendix 3) to the effect that Allottee/s shall use the flat for the residential purpose only.

11.6 The Developer agree and undertake with the Allottee/s that upon the Allottee/s paying to the Developer all the amounts due and payable under this Agreement within the time specified and the if Allottee/s has/have not failed to perform or observe any of the covenants stipulated on his/her/its/their part herein contained, the Developer shall ensure admission of the Allottee/s as Member/s in the Society. And the Allottee/s agree/s and undertake/s to execute all such applications, forms and such other writings and documents as may be necessary under the bye-laws of the Society for admission of the Allottee/s as the member/s of the Society.

11.7 Upon the said Allottee/s becoming a member of the said Society, the rights, benefits and interests of the Allottee/s shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.

11.8 At the time of making application for becoming a member of the Society to be at par with existing members, the Allottee/s shall make such payments to the Society on pro rata basis towards, sinking fund, repair fund and corpus fund lying with the Society, which amount shall be informed by the Developer.

12. ALLOTTEE/S COVENANTS

The Allottee/s for himself/herself/itself/themselves with intention to bind all persons into whomsoever hands the said Flat may come, doth/do hereby covenant with the Developer as and thereafter to the Society:

12.1.1 To maintain at his/her/its/their own cost the said Premises agreed to be purchased by him/her/it/them in the same condition, state and order in which it is delivered to him/her/it/them and to abide by all bye-laws, Rules and Regulations of the Government, the MHADA, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in THESE PRESENTS.

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12.1.2 To maintain the said Premises at Allottee/s own cost in good tenable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Building, in which the said Premises is situated staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the Building and the said Premises itself or any part thereof

12.1.3 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the said Flat is situated and in case any damage is caused to the Building in which the said Flat is situated or to the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

12.1.4 To maintain the said Premises and to carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the said Flat is situated or the said Flat which may be against the rules and regulations and byelaws of the concerned local authority. And in the event of the Allottee/s committing any act in contravention of the above provision the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

12.1.5 Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, Internal Fittings make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor make any alteration in the elevation and outside color scheme of the Building in which the said Flat is situated and shall keep the portion sewers, drains pipes in the said Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Flat without the prior written permission of the Developer and/or the Society and structure engineer.

12.1.6 The Allottee/s shall not affix any sign boards, name boards or display boards or advertisement nor shall fix any neon lights in or about the said Premises and/or any portion of the said Property save and except the place or spot specified by the Developer and/or the Society

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for affixing merely the name or the sign board of the Allottee/s which will normally be near the entrance of the said premises of the Allottee/s. The sign/name/display board shall be such as has been duly approved by the Developer prior to the placement thereof.

12.1.7 The Allottee/s shall permit the Developer and/or Society and their agents at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and shall make good within 3(three) months of the Developer giving a notice, all defects, decays and want of repairs of which notice in writing shall be given by the Developer to the Allottee/s.

12.1.8 The Allottee/s shall permit the Developer and their agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the Building in respect whereof the Allottee/s or the occupier of any other premises as the case may be shall have made default in paying his/her/its/their contribution of the water tax or charges and other outgoings.

12.1.9 To use the said Flat for residential purpose and the said Car Parking Facility for parking of their vehicle and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the Building or to the Developer or occupiers of the neighboring properties nor for any illegal or immoral purpose.

12.1.10 Not to carry out any interior work in respect of the said Flat without any prior written consent of the Developer.

12.1.11 The Allottee/s shall furnish the said Flat at his/her/its/their entire cost and consequences and shall also remove the debris caused by such furnishing immediately if kept collected in the compound or any part of the said Allottee/s and if the Allottee/s fail/s to do so the Developer shall do so and deduct the amount of such cost from the Deposits deposited by the Allottee/s with the Developer.

12.1.12 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or any part thereof or whereby any increased premium shall become

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payable in respect of the insurance.

12.1.13 Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown from the said premises in the compound or any portion of the said Property.

12.1.14 To bear and pay increase in local taxes, water charges, ground rent, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s viz. user for any purposes other than as stipulated herein.

12.1.15 Not to sub-let, transfer, assign or part with the Allottee/s interest or benefit in this Agreement or part with possession of the said Premises until all the dues payable by the Allottee/s to the Developer under this Agreement are fully paid up and only if the Allottee/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have given prior intimation in writing to the Developer in that behalf.

12.1.16 The Allottee/s shall not change the façade or decorate the exterior of the said Premises or make any alterations in the elevation and outside color scheme of the said premises without the prior written consent of the MHADA and the Developer or the said Association as the case may be.

12.1.17 The external elevation of the Building constructed is a work of the Developer, which rights are vested with the Developer. The Allottee/s shall not alter or modify the external elevation of the Building.

12.1.18 If the Allottee/s desire/s to install grill/s to any of the windows in the said Flat then he/she/they shall ensure that the grills are as per the design and position approved by the Developer in writing.

12.1.19 To install air conditioners of window model or type only at a designated place. The Allottee/s may however install split unit/s of air conditioner/s.

12.1.20 The Allottee/s , if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developers/Promoters with such permission, approvals which would enable the Developers/Promoters to fulfil its obligations under this Agreement. Any refund, transfer of

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security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

12.1.21 The Developers/Promoters accept no responsibility in regard to Allottee/s's compliance of making payment via his/her/their own accounts. The Allottee/s shall keep the Developers / Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Developers/Promoters immediately and comply with necessary formalities if any under the applicable laws. The Developers/Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Developers/Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

12.1.22 That the Allottee/s and/or Society will maintain and preserve the documents/plans already sanctioned or that can be sanctioned herein after and will also carry out periodical structural audit reports and carry out the repairs as may be necessary. Similarly, they will also carry out fire safety audit from time to time as per the requirement of the C.F.O. through the authorized agencies of MHADA. The Allottee/s will comply with the aforesaid. This condition forms the essence of the contract. On the basis of the assurance given by the Allottee/s the Developer/ Promoters agree to sell the said Flat to the Allottee/s.

13. DISCLOSURES: -

The Allottee/s for himself/herself/themselves with an intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby represent to the Developers/Promoters as follows:

- a.** That he/she/them/it has independently investigated and conducted due diligence and has satisfied himself/herself/themselves in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.
- b.** That he/she/they/it waives his/her/their right to raise any questions or objections to the title of the Promoters and of the said Building and said Premises, considering all the queries have been sufficiently answered/satisfied by the Developers/Promoters.

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c. That he/she/it/they has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.

14. GRANT/DEMISE/ASSIGMENT

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 Building and/or any part thereof. The Allottee/s shall have no claim save and except of the said Flat and undivided interest in the common areas and facilities limited or otherwise all open spaces including garden, parking spaces, lobbies, staircases, terraces, recreation spaces etc.

15. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee/s fails to execute and deliver to the Developer this Agreement within 30 (Thirty) days from the date of its receipts by the Developer and/ or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall be entitled to serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, the Developer shall be entitled to treat the application of the Allottee/s as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever. 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 Allottee/s, in Mumbai. After the Agreement is duly executed by the Allottee/s and the Developer or simultaneously with the execution the said Agreement, the same shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

16. DELAY OR FORBEARANCE- NOT A WAIVER

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 Allottee/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 by the Allottee/s nor shall the same in any manner prejudice the rights of the Developer.

17. NOTICES

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All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s,

By Registered Post A.D./Under Certificate of Posting at his/her/its/their address specified below:

Address : _____

E-mail ID : _____

Contact Number : _____

Promoters / Developers details-

Address: - **Granth Avenue, Ram Mandir Road, Kherwadi Junction, Bandra – (East), Mumbai – 40051**

E-mail ID saptrishilandmarksllp@gmail.com.

All communications shall be sent by the Developer to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

18. RIGHTS OF THE DEVELOPERS/PROMOTERS: -

The Developers/Promoters shall not be liable to bear or pay any amount by way of contribution, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Society in respect of any unsold/un-allotted Flats/Premises in the said Building, property taxes payable to the Municipal Corporation, electric charges payable to the service provider in respect of such unsold Flats/units unless stated in Development Agreement. The Developers/Promoters will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the un-allotted/unsold premises and parking spaces. In case the Developers/Promoters are liable to pay or have paid the same in respect of such, Flats/Premises and/or parking spaces which are not allotted, sold and disposed of and any refund of any such taxes, cesses, assessments or other levies made by the Municipal Corporation or any other Government, local or public body or authority is received by the Society in respect of such unsold or un-allotted Flats/Premises and/or parking spaces, then the Society as the case may be shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developers/Promoters, whether the Developers/Promoters have demanded the same or not. All unsold and/or unallotted premises, areas and spaces in the Building, including without limitation, parking spaces in the Building(s) and the Developers/Promoters shall continue to remain in overall possession of such unsold and/or unallotted Flats/Premises and/or parking spaces and shall be entitled to enter upon the said Property and the Building to enable it to

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complete any unfinished construction work and to provide amenities and facilities as the Developers/Promoter may deem necessary.

19. RIGHT TO MORTGAGE OR CREATE A CHARGE: -

19.1 The Developers/Promoters may take loan/financial assistance from any bank and/or other institutions for development of the said Land, and for that purpose the Developers/Promoters may create mortgage/charge/lien over the cash flows of premises and/or parking spaces/saleable components to be constructed on the said Building, except on the said Premises to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions/entity to the Developers/Promoters. However, the Developers/ Promoters shall be liable to repay the loan, interest and penalty (if any) to Bank/ Financial Institutions /entity.

19.2 In case if the Allottee/s avails financial assistance or home loan inter-alia for purchasing an acquiring the said Premises, then in that event, Developers/Promoters shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said Premises of such financial institution from whom the Allottee/s shall avail such financial assistance or loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / loan shall be that of the Allottee/s alone. The Developers/ Promoters in no way shall be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/ loan by the Allottee/s, shall be subordinate to the rights of the Developers/Promoters and be limited to and/or restricted to or upon to the said Premises only. Save and except the said Premises, no other portion of the said Building and/or said Land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan by the Allottee/s.

19.3 The Allottee/s hereby expressly agrees that so long as the Entire Purchase Consideration remains unpaid/outstanding and other payments payable under this Agreement, the Allottee/s subject to the terms hereof shall not sell, transfer, let out and/or deal with the said Premises in any manner whatsoever without obtaining prior written permission of the Developers/Promoters and the relevant bank/financial institutions which have advanced the loan. The Developers/Promoters shall not be liable for any of the acts of emission or commission of the Allottee/s which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee/s to inform the Society about the lien/charge of such banks/Financial Institutions and the Developers/Promoters shall not be liable or responsible in any manner whatsoever.

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19.4 The Allottee/s indemnifies and hereby agrees to keep indemnified the Developers/Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developers/ Promoters and its successors and assigns may suffer or incur by reason of any action that any bank/Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the loan.

20 INSURANCE BY THE DEVELOPER

The Developer is required under the Act to have the Building insured by an insurance company. The Allottee/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the RERA and the RERA rules made thereunder. The Developer shall, in accordance with the RERA and the RERA Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Developer will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

21. COVENANTS IN RESPECT OF THIS AGREEMENT

21.1 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Building shall equally be applicable to and enforceable against any subsequent allottee/transferee of the said Premises, in case of transfer, as the said obligations go along with the said Premises for all intents and purposes.

21.2 This Agreement along with its Schedules and Annexure constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the parties in regards to the said Premises, as the case may be.

21.3 This Agreement may only be amended by written consent of the parties hereto.

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

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22. STAMP DUTY AND REGISTRATION CHARGES

The Allottee/s will pay the Stamp Duty / Registration Fees / GST / Development Charges / other Legal charges as and when due and demanded by the Developer.

23. 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 Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

24. JURISDICTION

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

25. ENCUMBRANCES AND MORTGAGE LOAN

25.1 The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s/ Purchaser/s unto the Promoter herein, as required by the **Financial Institution / Bank**, then the same shall be transferred into the designated **RERA Collection Account Number:** _____ being opened by the Promoter with Financial Institution / Bank.

25.2 There are till date no encumbrances upon the project land or the Project except as mentioned hereinabove and those disclosed in the title report.

26. GOVERNING LAW

This Agreement shall always be subject to the provisions of RERA i.e. the Real Estate (Regulation and Redevelopment) Act, 2016 and the rules made there under.

27. The PAN Numbers of the Parties hereto are as under:

SR. NO.	PARTY NAME	PAN NO.
1.	M/S. SAPTRISHI LANDMARKS LLP	ADBFS8480N

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

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THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of "the said Property")

All That Piece Or Parcel Of Leasehold Land Or Ground Admeasuring About 784.48 Square Metres Or Thereabouts As Per MHADA Demarcation Letter Bearing C.T.S. No. 354(Pt.), Survey No. – 113, Village Hariyali, Taluka Kurla, Along With Structure which has been already demolished, Namely Building No. 07 Situated At Tagore Nagar, Vikhroli – (East), Mumbai – 400083, Mumbai Suburban District And Bounded As Follows:

On or towards the East	:	<u>12.20 Mtrs. D. P. Road</u>
On or towards the West	:	<u>Building Nos. 5 and 6</u>
On or towards the North	:	<u>18.30 Mtrs. D. P. Road</u>
On or towards the South	:	<u>12.20 Mtrs. D. P. Road</u>

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of "the said Premises")

Flat bearing No. _____ (Wing) comprising of (1) Bedrooms, Hall and Kitchen on the _____th Floor, admeasuring _____ Sq. Ft. RERA Carpet Area and additional balcony area /Deck Area _____ Sq. Ft. Total area equivalent to _____ Sq. Ft. and Car Parking Facility for (Nil) Car/s in the Building known as "SHREE BALAJI 7" standing on the said Land more particularly described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have caused this Agreement executed the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

NAME AND SIGNATURE	THUMB IMPRESSION	PHOTO
M/S. SAPTRISHI LANDMARKS LLP represented by its Designated Partner _____ MR. DINESH HARIBHAI DODIA		

In the presence of:

1.)

2.)

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S:

NAME AND SIGNATURE	THUMB IMPRESSION	PHOTO
(2) MR. _____		

In the presence of:

1.)

2.)

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RECEIPT

RECEIVED from the within-named Allottee/s Purchaser/s, the amounts listed herein below being part payment of Total Consideration payable by the Allottee/s / Purchaser/s in respect of the said Premises:

AMOUNT PAID BY THE ALLOTTEE/S PARTICULARS OF RECEIPT

Sr.No	Bank Name & Branch	Cheque / NEFT / RTGS No	Date	Amount
1				
	Total			

WE SAY RECEIVED,

M/S. SAPTRISHI LANDMARKS LLP

Partner

Housiey.com

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