

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** is made at Mumbai this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

**BETWEEN**

**ANTARIKSH LIFESPACES PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at Dheeraj Plaza, 5<sup>th</sup> Floor, 23 Hill Road, Bandra - (West), Mumbai 400 050, 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. The Maharashtra Housing and Area Development Authority (“**MHADA**”) is the owner of and is well and sufficiently entitled to all that piece and parcel of: (i) all that piece or parcel of land admeasuring 860.34 square meters bearing CTS No. 5684 (part) corresponding to Survey No. 229 in the registration Sub-District of Bombay Suburban District, shown in red colour boundary line on the plan annexed hereto and marked as **Annexure “1”** and more particularly described Firstly in the First Schedule hereunder written (hereinafter referred to as the “**First Property**”); and (ii) all that piece and parcel of land admeasuring

870.46 square meters bearing CTS No. 5684 (part) corresponding to Survey No. 229 in the registration Sub-District of Bombay Suburban District, shown in green colour boundary line on the plan annexed hereto and marked as **Annexure “1”** and more particularly described Secondly in the First Schedule hereunder written (hereinafter referred to as the **“Second Property”**).

- B. There is / was a building, being Building No. 228 standing on the First Property (**“First Building”**), and a building, being Building No. 229 standing on the Second Property (**“Second Building”**).
- C. Unless referred to individually: (i) the First Property and the Second Property, are collectively referred to as the **“said Property”**; and (ii) the First Building and the Second Building, are collectively referred to as the **“Old Buildings”**.
- D. As per demarcation plan, the total area of the said Property, is 1,727.51 square metres, which includes road set back area admeasuring 35.20 square meters.
- E. Suraj Kiran Co-operative Housing Society Limited (hereinafter referred to as the **“Society”**) is the lessee of the said Property and the owner of the Old Buildings.
- F. The Old Buildings contained forty (40) tenements / premises (**“Old Premises”**). The Old Premises were occupied by forty (40) members of the Society (**“Members”**).
- G. The Promoter obtained consents from the Members, as per applicable law, inter-alia for re-development of the said Property.
- H. By a Development Agreement dated 27<sup>th</sup> September, 2022, executed between the Society of the first part, the Members of the second part, and the Promoter of the Third Part, and registered with Sub-Registrar of Assurances at Kurla under Serial No. KRL-1/17715/2022 the **“Development Agreement”**), the Society and its Members granted and conferred upon the Promoter, the development rights in respect of the said Property, and the Promoter became entitled, inter alia to develop the said Property. Pursuant to the said Development Agreement, the Society executed a Power of Attorney dated 27<sup>th</sup> September, 2022, in favour of the Promoter. The said Power of Attorney is registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL-1/17716/2022 (the **“Power of Attorney”**).
- I. The Promoter has entered into agreements with the Members whereby the Promoter has agreed to provide to each Member, permanent alternate accommodation in the new building to be constructed on the said Property (the **“Members’ New Premises”**), in lieu of their respective Old Premises, on the terms and conditions therein contained.
- J. The Promoter is developing the said Property, and constructing a building known as **“Antariksh Alpha”** thereon (**“New Building”**). The New Building shall consist of Members’ New Premises and all the premises, parkings, flats, tenements all other premises and areas for sale and/or otherwise transfer of the same (**“Sale Premises”**). The development and construction of the New Building is hereinafter referred to as the **“Project”**.
- K. 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>.
- L. The following approvals, permissions and sanctions have been granted in respect of the development of the said Property:

- (i) MHADA issued two Offer Letters (1) dated 23<sup>rd</sup> February 2023 bearing No. CO/MB/REE/NOC/F-1316/555/2023 and (2) letter dated 27<sup>th</sup> March 2023, bearing No. CO/MB/REE/NOC/F-1316/887/2023 for redevelopment of the said Property. Copies of the Offer Letters are annexed hereto and marked as **Annexure “3”**;
- (ii) MHADA issued Intimation of Approval (“IOA”) bearing No. MH/EF/BP Cell/GM/MHADA -1/1300/2023 dated 20<sup>th</sup> June 2023. A copy of the IOA is annexed hereto and marked as **Annexure “4”**;
- (iii) MHADA issued Commencement Certificate (“CC”) bearing No. \_\_\_\_\_ dated \_\_\_\_\_, which has been revalidated from time to time and is now valid till \_\_\_\_\_. A copy of the CC is annexed hereto and marked **Annexure “5”**.
- M. 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 Sale Premises therein and receive the sale consideration in respect thereof.
- N. 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 occupancy certificate in respect of the said Project shall be granted by the concerned authority.
- O. 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.
- P. M/s. IC Legal, Advocates & Solicitors 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 “6”**.
- Q. 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 a 1 building consisting of 2 wings, comprising Sale Premises and Members New Premises;
- (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;
- R. The Promoter has commenced the construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions.
- S. The Promoter has filed Commercial Suit (L) No. 22424 of 2023, before the Hon’ble Bombay High Court, inter alia for the reliefs set out therein.

- T. By a Deed of Simple Mortgage dated 20th December, 2023, executed inter alia between the Promoter and Tata Capital Housing Finance Limited, and registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL3-24908-2023, the Promoter has mortgaged, inter alia the development rights and other rights of the Promoter in respect of the said Property, as security for repayment of the loan / facility availed by the Promoter.
- U. 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 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;
- V. The Purchaser/s after having investigated and after being fully satisfied with respect to the title of said Property, has/have approached the Promoter and requested the Promoter to allot to him/her/them a flat bearing No. \_\_\_\_\_, Wing \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters (RERA carpet area) equivalent to \_\_\_\_\_ 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 "7"** hereto, and is more particularly described in the Second Schedule hereunder written, and is hereinafter referred to as the "**said Flat**";
- W. The said Flat also has attached balcony/ies aggregately admeasuring \_\_\_\_\_ square feet (carpet area). The said balconies are shown in red hatched line on the plan annexed and marked as **Annexure "7"** hereto. All balcony/ies attached to flats in the Project shall be for the exclusive use of the allottees of such flats.
- X. 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.
- Y. By a letter dated \_\_\_\_\_, Tata Capital Housing Finance Limited has accorded its no objection for allotment of the said Flat to the Purchaser/s, on the terms and conditions contained therein. A copy of the said letter dated \_\_\_\_\_ issued by Tata Capital Housing Finance Limited, is annexed hereto and marked as **Annexure "8"**.
- Z. Copies of following documents are annexed to this Agreement;
- i. Plan showing the said Property (**Annexure "1"**);
  - ii. RERA Registration Certificate (**Annexure "2"**);
  - iii. MHADA Offer letters (**Annexure "3"**);
  - iv. IOD and CC (**Annexure "4" and "5"**);
  - v. Report on Title given by M/s. IC Legal, Advocates and Solicitors (**Annexure "6"**); Plan of the said Flat (**Annexure "7"**); and
  - vi. No Objection issued by Tata Capital and Housing Finance (**Annexure "8"**).
- AA. 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 New Building known as “**Antariksh Alpha**” 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, MCGM 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 meters (RERA carpet area) equivalent to \_\_\_\_\_ 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. No.	Particulars/Event	Due in %	Amount (Rs.)
1.	On booking	10%	
2.	On Registration of agreement for sale/within 30 days of Booking	10%	
3.	On completion of Raft	10%	
4.	On completion of 4 <sup>th</sup> Basement Slab	5%	
5.	On completion of 2 <sup>nd</sup> Basement Slab	5%	
6.	On completion of plinth	5%	
7.	On completion of 1 <sup>st</sup> floor slab	5%	
8.	On completion of 4 <sup>th</sup> floor Slab	5%	
9.	On completion of 8 <sup>th</sup> floor slab	5%	
10.	On completion of 12 <sup>th</sup> floor slab	5%	
11.	On completion of Terrace slab	5%	
12.	On Completion of Walls & internal Plaster/Gypsum of the Said Flat	5%	
13.	On Completion internal Plumbing , flooring of the said flat	5%	
14.	On completion of external Plumbing	5%	
15.	On Installation of Sanitary, Lifts, Electrical fittings, Water Pumps & Fire Fighting System	10%	
16	Receipt of Occupation Certificate	5%	
	<b>Total</b>	<b>100%</b>	

4. The said Flat also has attached balcony/ies aggregately admeasuring \_\_\_\_\_ square feet (carpet area). The said balconies are shown in red hatched line on the plan annexed and marked as **Annexure “7”** hereto. All balcony/ies attached to flats in the Project shall be for the exclusive use of the owners of such flats.
5. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser 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 carpet area, subject to a variation cap of 3% (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 Purchaser within forty five (45) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments 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 installments and Service Tax/ GST, on or before 7<sup>th</sup> day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22<sup>nd</sup> day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter.
12. 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.
13. 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.
14. 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 \_\_\_\_\_ car parking (“**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 to be formed by all the purchasers of flats in the New Building 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.

15. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events (“**Events of Default**”):

- (i) If the Purchaser/s commits three defaults in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- (ii) If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOD, CC, NOC and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and
- (vii) If the Purchaser/s have received any notice from the Government in India (Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

16. On happening or occurring of any of the Events of Default, the Promoter shall, without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, give fifteen (15) days’ notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to: (i) forthwith terminate this Agreement (“**Termination Date**”) and (ii) forfeit/deduct 10% (ten percent) of the Sale Price and balance, if any, shall be refunded 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. The Purchaser/s agree, confirm and acknowledge that the amounts forfeited as set out herein constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Purchaser/s and neither the Purchaser/s nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within fifteen (15) days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of thirty (30) days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said flat is sold to a third party and all amounts including consideration amount in respect thereof is

received by the Promoter. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat.

17. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit 10% (ten percent) of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof.
18. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the brochure and/or any advertisements of the Project and/or the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and the Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Flat and/or any other flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the brochure, advertisements, show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Flat on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat shall be mentioned herein and the same shall be final.
19. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.
20. (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 **Third 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 Promoter has informed the Purchasers that there is inadequate open space around the new building/s proposed to be constructed on the Plot of Land, and the Purchasers agreed not to raise any objections, claims, demands, etc. and/or seek any amounts, compensation, etc. in respect thereof, and shall not raise any objection in the event of future development of the adjoining plot/s with deficiency in joint open space.
- (D) 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.

21.

- (A) Upon completion of the development of the New Building and receipt of the Occupation Certificate in respect of the New Building and subject to the Purchaser/s performing all his/her/their obligations including having made payment of the entire Sale Price and all dues, outgoings to be paid hereunder, the Purchaser/s shall be admitted as a member of the Society. The Promoter shall cause the Society to admit the Purchaser/s as a member of the Society, subject to the Purchaser/s agreeing to abide by the rules, regulations and bye-laws of the Society;
- (B) The Purchaser/s agrees to become a member of the Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Promoter. The Purchaser/s shall occupy the said Flat subject to the rules and regulations and bye-laws of the Society. The Purchaser/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Purchaser/s hereby specifically confirms that he/her/they has/have read the bye-laws of the Society and agrees and undertakes to duly observe the same.
- (C) MHADA is the owner of the said Property and the Society is the owner of the said Building, therefore no new society will be formed and no lease or conveyance in respect of the said Building will be executed and/or registered in favour of the Society and/or the new society and/or any other organization.
- (D) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flats/units, car parking spaces, portion or portions of the said 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 Society 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 Society shall object to or dispute the same. On the Promoter intimating to the Society, the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the Society 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. as mentioned in Clauses 38 and

39 below. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Promoter occupies or permit occupation of any flat, 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 flat, the Promoter shall not be liable to take any permission/consent of the Society.

22. 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 Society. 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 Society.
23. 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 Society may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said Property.
24.
  - (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 MCGM / MHADA and/or any other authorities in respect of the said Property to utilize F.S.I. 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 Society at the discretion/option of the Promoter time to time.
  - (C) The Promoter may re-design the New Building or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as per RERA, to realign and re-design and if the New Building in which the Purchaser/s has/have agreed to acquire the said Flat is completed earlier than other building/s structures, then the Promoter will be entitled to utilise any FSI, TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to cause the Society to admit the Purchaser/s as member/s of the Society.

- (D) It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the New Building and/or the said Property and/or get the said Property sub-divided into small portions or parts or amalgamate the same with any other property or properties in accordance with applicable laws. Further it is agreed between the Parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any FSI exceeding the FSI used and consumed in the New Building out of any FSI available now or in future and that the Purchaser/s and/or the Society shall not be entitled to put up any further or additional construction on the New Building exceeding the FSI consumed therein at the time of grant of the Occupation Certificate for any reason whatsoever.
25. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said Property or any part thereof and vice versa.
26. The name of the New Building shall always be known as “Antariksh Alpha” 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 **Fourth 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 **Fifth 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 29 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, with simple interest as specified in RERA Rules from the date of cancellation of this Agreement till the date the amounts are repaid;
- (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 29 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 38 and 39 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 Society, 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 as mentioned in Clause 3 above 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 Society:

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	
	<b>Total –</b>	
	<b>Note : GST and other Taxes as applicable from time to time.</b>	

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. The Promoter shall maintain account in respect of said amounts and shall provide the same to the Society in respect of the said amounts:

Sr. No.	Charges	Amount (Rs.)
1	Share money, application, entrance fee of the Society.	
2	Being 1 year deposit towards share of maintenance and other charges @ _____/- unit per month.	
3	Non-refundable towards corpus fund of the Society	
	<b>Total –</b>	
	<b>Note : GST and other Taxes as applicable from time to time.</b>	

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 said 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) 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.
- (viii) Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clauses 38 and 39 above and pay within fifteen (15) days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, MHADA, for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the New Building.
- (ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (x) 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.
- (xi) Not violate and shall abide by all rules and regulations framed by the Promoter/ its designated Project Manager or by the Society, 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.
- (xii) Not violate and shall observe and perform all the rules and regulations which the Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the 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 Society 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.
- (xiii) 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;
- (xiv) 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.

- (xv) 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.
- (xvi) 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.
- (xvii) 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 Society 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 Society.
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 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 and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
44. The Purchaser/s shall, with prior twenty four (24) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the New Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
45. 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.
46. It is expressly agreed that the Promoter shall have a 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 society 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 as the case may be 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/Society 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.

47. 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.
48. 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.
49. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the New Building on the said Property 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.
50. 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 29 and other circumstances beyond reasonable control of the Promoter.
51. 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.
52. 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.
53. 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.

54. 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.
55. A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery
  - (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.
56. 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 \_\_\_\_\_
57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the 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 said Property)*

***Firstly:***

***(Description of the First Property)***

All that piece and parcel of land admeasuring approximately 860.34 square meters bearing CTS No. 5684 (part) corresponding to Survey No. 229, lying, being and situated at R. N. Narkar Marg, Pan Nagar, Ghatkopar (East), Mumbai – 400 075 of Village Ghatkopar – Kirol, Taluka Kurla, Mumbai Suburban District, and bounded as follows:

On or towards the East	:	Building No. 229
One or towards the North	:	Building No. 183
On or towards the West	:	18.3 metres wide R. N. Narkar Marg
On or towards the South	:	Building No. 227

***Firstly:***

***(Description of the First Property)***

All that piece and parcel of land admeasuring approximately 870.46 square meters bearing CTS No. 5684 (part) corresponding to Survey No. 229, lying, being and situated at R. N. Narkar Marg, Pan Nagar, Ghatkopar (East), Mumbai – 400 075 of Village Ghatkopar – Kirol, Taluka Kurla, Mumbai Suburban District, and bounded as follows:

On or towards the East	:	Garden
One or towards the North	:	Building No. 182
On or towards the West	:	Building No. 228
On or towards the South	:	Building No. 226

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
*(Description of the said Flat)*

Flat bearing No. \_\_\_\_\_, Wing – “\_\_\_\_\_” admeasuring \_\_\_\_\_ square meter (RERA carpet area) equivalent to square feet (RERA carpet area) on the \_\_\_\_\_ floor of the New Building being constructed on the said Property

**THE THIRD 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. Society office.

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

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

**SIGNED AND DELIVERED** )  
by the withinnamed "**Promoter**" )  
**ANTARIKSH LIFESPACES PRIVATE LIMITED** )  
through its Director )  
\_\_\_\_\_)  
in the presence of... )  
1. )  
2. )

**SIGNED AND DELIVERED** )  
by the withinnamed "**Purchaser**" )  
\_\_\_\_\_)  
in the presence of... )  
1. )  
2. )

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**Annexure “1”**

Copy of the plan showing

inter-alia the said Property (to be annexed separately)

**Annexure “2”**

Copy of RERA registration certificate dated \_\_\_\_\_  
(to be annexed separately)

**Annexure “3”**

Copy of MHADA Offer Letters  
(to be annexed separately)

**Annexure “4”**

Copy of IOA  
(to be annexed separately)

**Annexure “5”**

Copy of CC  
(to be annexed separately)

**Annexure “6”**

Copy of Report on Title given by M/s. IC Legal (to be annexed separately)

**Annexure “7”**

Copy of the plan showing the said Flat  
(to be annexed separately)

**Annexure “8”**

Copy of Architect’s Certificate dated \_\_\_\_\_  
(to be annexed separately)

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