

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this ____ day of _____, **2023**;

BETWEEN

M/s. SHRADDHA LANDMARK PRIVATE LIMITED, PAN No. **AAECM4241L**, a Private Limited Company, Registered under the Companies Act 1956 and represented by its Authorised Director **MR. SUDHIR BALUBHAI MEHTA** and having an office at **Gr. Floor and First Floor, Manisha Heights Commercial Complex, Back Side Manisha Heights, Bal Rajeshwar Road, Vaishali Nagar, Mulund West, Mumbai-400080**, having an address at hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to be context or meaning thereof be deemed to mean and include its successors in title and its assigns) of the **ONE PART**;

AND

1) MR. _____, Age: ____ years, Pan No.: _____, and residing at _____, hereinafter referred to as the **“ALLOTTEE(S)/S /s”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors, and administrators of the last surviving partner and in the case of a company its successors) of the **OTHER PART**;

WHEREAS:

- (a) At the relevant time, **Maharashtra Housing and Area Development Authority (MAHDA)**, was the absolute owner of land bearing **CTS No. 356 (Pt), Survey No. 113 (Pt)**, area admeasuring **1643.89 Sq. Mtrs.**, plus tit bit admeasuring area **671.48 Sq. Mtrs.**, total area admeasuring **2315.37 Sq. Mtrs**, of Village: **Hariyali**, Taluka: **Kurla**, Mumbai (hereinafter referred to as the **“said Plot”**);
- (b) Further, at the relevant time, Four different Buildings, each with their respective Societies were built in the same said Plot, i.e., **KANNAMWAR NAGAR SAKET CHSL, KANNAMWAR NAGAR PRERNA CHSL, KANNAMWAR NAGAR KALPAVRUKSH CHSL AND KANNAMWAR NAGAR JANHAVI CHSL** with **64** Members *in toto*.
- (c) Thereafter, by virtue of an Order **जा. क्र. उपनि /ससं/मूशपुऊकोम/बी - १/एकत्रीकरण/२३१/२०२२** dated **28/01/2022** passed by the Dy. Registrar of Co-operative Societies, MHADA cancelled registration of the said **KANNAMWAR NAGAR SAKET CHSL**, the said **KANNAMWAR NAGAR PRERNA CHSL**, and the said **KANNAMWAR NAGAR KALPAVRUKSH CHSL**, and they have been amalgamated into the said **KANNAMWAR NAGAR JANHVI CO-OPERATIVE HOUSING SOCIETY LTD**. Thus, the amalgamated Society is namely, **“KANNAMWAR NAGAR JANHVI CO-**

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OPERATIVE HOUSING SOCIETY LTD.”

- (d) By virtue of **Development Agreement** dated **17/01/2023**, whereby **KANNAMWAR NAGAR JANHVI CO-OPERATIVE HOUSING SOCIETY LTD.**, through its Authorised Office Bearers, party of the **FIRST PART**, along with **Members of KANNAMWAR NAGAR JANHVI CO-OPERATIVE HOUSING SOCIETY LTD.**, party of the **SECOND PART**, sold, transferred and assigned all their development rights, title, interest and benefits with respect to the said Plot in favour of **M/S. SHRADDHA LANDMARK PVT. LTD.**, through its Director **MR. SUDHIR BALU MEHTA**, and the same was duly registered with the Sub-Registrar of Assurance at **Kurla** under registered Document **Serial No. KRL-3/1029/2023 on 17/01/2023**.
- (e) In pursuance to **Development Agreement**, a separate Power of Attorney dated **17/01/2023**, was executed between **KANNAMWAR NAGAR JANHVI CO-OPERATIVE HOUSING SOCIETY LTD.** through its Authorised Office Bearers, party of the **FIRST PART** and **M/S. SHRADDHA LANDMARK PVT. LTD.**, through its Director **MR. SUDHIR BALU MEHTA**, i.e., the party of the **SECOND PART**, and the same was duly registered with the Sub-Registrar of Assurance at **Kurla** under registered Document Serial No. **KRL-3/1040/2023 on 17/01/2023**.
- (f) By virtue of the said Development Agreement and the said Power of Attorney, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Land in accordance with the recitals hereinabove;
- (g) The Promoter is in possession of the project land;
- (h) The Promoter has proposed to construct on the project land Building having **1 Ground Plus 21 Upper Floors**;
- (i) The Allottee(s)/s is offered an **FLAT BEARING NO.** _____ on the _____ **FLOOR**, (herein after referred to as the said “Flat”) admeasuring ____ **square feet** i.e. ____ **square meters RERA** carpet area as per the carpet in the _____ wing of the Building called “**SHRADDHA PRESIDENCY**” (herein after referred to as the said “Building”) being constructed by the Promoter upon the said plot;
- (j) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- (k) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra **BEARING NO. P51800050356**, on **Dated 31.12.2026**.
- (l) The Promoter has appointed a Structural Engineer for the preparation of

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the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

- (m) By virtue of the Development Agreement and Power of Attorney the Promoter has sole and exclusive right to sell the Apartment/s in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Flat/s to receive the sale consideration in respect thereof;
- (n) On demand from the allottee(s)/s, the Promoter has given inspection to the Allottee(s)/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. Archo Consultants** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (o) The authenticated copies of Certificate of Title issued by the Attorney-at-Law or Advocate of the Promoter, authenticated copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure**.
- (p) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure**.
- (q) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure**.
- (r) The authenticated copies of the plans and specifications of the Flats agreed to be purchased by the Allottee(s)/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure**.
- (s) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (t) The Purchaser(s) hereby expressly confirms that he/she/they has/have entered into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoter/ Developer.
- (u) While sanctioning the said plans concerned local authority and/or

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Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

- (v) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (w) The Allottee(s)/s has applied to the Promoter for allotment of an **FLAT BEARING NO.** _____ on the _____ **FLOOR**, (herein after referred to as the said “Flat”) admeasuring ____ **square feet** i.e. _____ **square meters RERA** carpet area as per the carpet in the _____ wing of the Building called “**SHRADDHA PRESIDENCY**” (herein after referred to as the said “Building”) being constructed in the said Project upon the said Plot.
- (x) The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of an 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)/s (s)/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee(s)/s, but includes the area covered by the internal partition walls of the Flat.
- (y) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (z) The total consideration amount payable by the Allottee(s)/s, to the Developer for allotment of the said Flat as per **Rs.** _____ /- (**RUPEES** _____ **ONLY**) (“**Sale Consideration**”).
- (aa) The Allottee(s)/s has paid on or before execution of this Agreement a sum **Rs.** _____ /- (**RUPEES** _____ **ONLY**), as advance payment / application fee / booking amount, and the same is included in the Sale Consideration.
- (bb) The Allottee(s)/s hereby agrees to pay to the Developer the balance amount(s) of purchase consideration as per the payment schedule set out in Schedule [III] hereunder written. The aforesaid sale consideration shall be subject to deduction of 1% TDS or as per the applicable rate. It is an essential and integral term of this Agreement that the Allottee(s)/s shall pay to the Developer, the instalments of Sale Consideration and all /any other amounts payable in terms of this Agreement within 7(seven) days of intimation (“**Due Date**”) in writing by the Developer, that the amount has

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become due on their respective due dates, without any delay, demur or default, time being the essence of the contract. The Allottee(s)/s shall be liable to pay interest at the Interest Rate to the Developer on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest at the Interest Rate or are recovered by the Developer from the sale of the Flat.

- (cc)** The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority At Maharashtra **BEARING NO. P51800050356**, authenticated copy is attached in **Annexure**.
- (dd)** Under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee(s)/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s)/s hereby agrees to purchase the Said Flat and parking (if applicable).

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

1. The Recitals contained above, and the annexures and schedules herein shall form an integral part of the operative clauses of these presents.
2. **DEFINITIONS AND INTERPRETATION:**
 - a. **DEFINITIONS:**
In this Agreement, unless repugnant to the context, the following terms shall have the following meaning:
 - b. **“ACT”** means and includes the Real Estate (Regulation and Development) Act, 2016, the Rules as applicable to Maharashtra, and such Circulars, Notifications, Office Orders, Orders, Clarification, or such explanations that may be issued by the Competent Authority from time to time.
 - c. **“AGREEMENT”** shall mean this Agreement for Sale together with the Schedules and the Annexures hereto and any other deed/s and /or document/s executed in pursuance hereof.

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- d. “APPROVALS”** shall mean all licenses, permits, approvals, sanctions, and consents obtained / to be obtained from the competent authorities to develop the Project including but not limited to all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, consents, licenses, exemptions, letters of intent, annexures to all approvals, intimations of approval, commencement certificates, occupation certificates, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), approvals of the competent authorities/ MCGM/ Maharashtra Housing and Area Development Authority (MAHDA) and all other governmental, public and local authorities and bodies, as may be applicable and/or required for the development of the Project by utilization and consumption of the available Floor Space Index (“**FSI**”) and the Transferable Development Rights (“**TDR**”) and fungible/premium FSI (by whatever name called) that may be loaded on the Project in accordance with the DCPR.
- e. “BUILDING”** shall mean the building to be constructed on the said Property as per the approved plans known as “**SHRADDHA PRESIDENCY**” Consisting of Wing Building A, B and C.
- f. “PREMISES”** Means the Flat/Apartment.
- g. “COMMON AMENITIES OF THE PROJECT”** shall mean the common areas and common amenities, facilities, infrastructure, recreation areas, and such other services as are available to and/or in respect of the Project, which is to be used by the Purchaser(s) along with other occupants/holders of **Apartment** of the Project and is more particularly described in the **THIRD SCHEDULE** to this Agreement.
- h. “CONTRIBUTION”** shall mean the amounts payable by the Purchaser(s) in respect of the Premises towards infrastructure charges, legal charges, maintenance charges of the Building and the Project, corpus fund, society formation and share application money, Goods and Service Tax (“**GST**”) or any other charges for the future facility.
- i. “DCPR”** shall mean Development Control and Promotion Regulations for Greater Mumbai, 2034 as applicable to Mumbai and as amended from time to time, and such Circulars, Notifications, Office Orders, Orders, Clarification, or such explanations that may be issued by the Competent Authority from time to time.
- j. “FSI”** means Floor Space Index (including future FSI, fungible FSI by whatever name called which will be available by paying a premium or otherwise) as defined under DCPR.
- k. “OTHER CHARGES”** means stamp duty, registration charges, scanning charges, interest on delayed payment by the Purchaser(s), legal charges, electricity and water charges, clubhouse charges, gas

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connection charges, and any other miscellaneous charges including any additional/future premium/charge/levy/penalties/surcharge imposed by any authority.

1. **“SANCTIONING AUTHORITIES”** means the the competent authorities/ MCGM/ Maharashtra Housing and Area Development Authority (MAHDA)and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the construction of the Project.
 - m. **“TAXES”** shall mean such taxes as may be imposed on the Total Consideration, Contribution, Other Charges including GST, or such other taxes as may be imposed by the concerned authorities.
 - n. **“TDR”** means Transferable Development Rights as defined under the DCPR.
 - o. **“TOTAL CONSIDERATION”** shall mean the amounts payable/agreed to be paid by the Purchaser(s) for the purchase of the **Flat** only to the Promoters as set of this Agreement.
 - p. **“SOCIETY”** shall mean the KANNAMWAR NAGAR JANHAVI CO-OPERATIVE HOUSING SOCIETY LTD.
3. The Promoter shall construct the said building/s consisting of 1 Ground Plus 21 Upper Floors or upto permissible height/ floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
 4. It is clarified by the Promoters that, the buildings plans though approved by the competent authorityies/MCGM/ **Maharashtra Housing and Area Development Authority (MAHDA)** tentative and are liable to be changed and/or revised/ altered/ modified or amended as per the requirements of the Promoters and/or as may be ultimately approved/sanctioned by the competent authorities and other concerned public bodies and authorities. The Promoters reserves the right to do so without obtaining any consent/permission/approval from the Allottee’s /Purchaser(s) and this right of the Promoters is acknowledged and accepted by the Allottee’s /Purchaser(s). In any event, the Allottee’s/Purchaser(s) hereby gives his/her/their/its irrevocable consent to any such revision/amendment to the building plans sanctioned by the competent authorities/MCGM/ Maharashtra Housing and Area Development Authority (MAHDA) and undertakes that he/she/they/it shall not raise an objection to the same. The Allottee’s/Purchaser(s)/s has/ have given irrevocable Consent/Noc/Permission to the Promoters for change/ revise/ amend/ alter/ modify plans from time to time as per the requirement of the project.

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5. The Allottee(s)/s is /are desirous of purchasing a **Residential Flat No.** _____ on the _____ **FLOOR**, with a carpet area (RERA) of _____ **BHK** admeasuring Area _____ **square feet** i.e. _____ **square meters RERA** carpet area as per the carpet (hereinafter referred to as the “**Flat**“) and more particularly described in Schedule **[II]** hereunder. An authenticated copy of the floor plan of the Flat is annexed and marked as **Annexure** hereto (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexures**.
6. The Allottee(s)/s is/are aware and covenants that the use of a car parking space along with the said Flat was offered by the Developer to the Allottee(s)/s /s, and the Allottee(s)/s has accepted / declined the same.
7. The Allottee(s)/s /s shall not park their vehicles (two or four-wheeler / any other vehicle) in any part / area of the Project, unless specifically allotted by the Developer.
8. The Allottee(s)/s shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee(s)/s shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said car parking space shall be used only for the purpose of parking a motor vehicle and not for any other purpose. The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.
- OR
9. The Allottee(s)/s has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Apartment. Allottee(s)/s s undertake, assures and guarantee not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee(s)/s.
10. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, Swachh Bharat Cess, any other Cess or any other similar taxes which may be levied any time, hereinafter in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.
11. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s)/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the

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Allottee(s)/s, which shall only be applicable on subsequent payments.

12. The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s)/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s)/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s)/s . If there is any increase in the carpet area allotted to Allottee(s)/s , the Promoter shall demand an additional amount from the Allottee(s)/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 Clause of this Agreement.

13. The Allottee(s)/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s)/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building wing.

14. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee(s)/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Buildings.

15. Time is of the essence for the Promoter as well as the Allottee(s)/s . The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee(s)/s and the common areas to the association of the allottee(s)/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s)/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in herein above. ("Payment Plan").

16. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 10485.06 square meters only (inclusive of 3553.92 sq. mtrs. in form of additional Built up in form of Prorata FSI of layout) and Promoter has planned to utilize Floor Space

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Index of 3.00 by availing of TDR or FSI available on payment of premiums 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, which are applicable to the said Project and by availing additional FSI available on the said Plot. The Promoter has disclosed that the full potential Floor Space Index as maybe available on the said Plot in form of Base FSI, Premium FSI, Ancillary FSI, TDR may be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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.

- 17.** If the Promoters fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s)/s, the Promoter agrees to pay to the Allottee(s)/s , who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s)/s, for every month of delay, till the handing over of the possession. The Allottee(s)/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee(s)/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s)/s to the Promoter.
- 18.** Without prejudice to the right of promoter to charge interest in terms of above, on the Allottee(s)/s committing default in payment on due date of any amount due and payable by the Allottee(s)/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee(s)/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
- i. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee(s)/s, by Registered Post AD at the address provided by the allottee(s)/s and mail at the e-mail address provided by the Allottee(s)/s , of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s)/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this Agreement.
 - ii. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s)/s (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the said Flat which may till then have been paid

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by the Allottee(s)/s to the Promoters.

- 19. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure**, annexed hereto.
- 20. The Promoter shall give possession of the said Flat to the Allottee(s)/s on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee(s)/s on account of reasons beyond his control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee(s)/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

21. Procedure for taking possession -

- i. The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s)/s as per the agreement shall offer in writing the possession of the Flat, to the Allottee(s)/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the Flat to the Allottee(s)/s . The Promoters agrees and undertakes to indemnify the Allottee(s)/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s)/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottee(s)/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee(s)/s in writing within 7 days of receiving the occupancy certificate of the Project.
- ii. The Allottee(s)/s shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee(s)/s intimating that the said Flat are ready for use and occupancy.

22. Failure of Allottee(s)/s to take Possession of Flat/:

- i. Upon receiving a written intimation from the Promoter, the Allottee(s)/s shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

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Promoters shall give possession of the said Flat to the allottee(s)/s. In case the Allottee(s)/s fails to take possession within the time provided such Allottee(s)/s shall continue to be liable to pay maintenance charges as applicable.

- ii. If within a period 12 months from the date of handing over the Flat to the Allottee(s)/s , the Allottee(s)/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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(s)/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
- 23.** Upon possession of the Flat being delivered to the Purchaser, he/she/they shall have no claim against the Promoter in respect of any item of work in the Flat.
- 24.** The Purchaser shall take possession of the Flat within [15] days of the Promoter giving written notice to Purchaser intimating that the Flat is ready for use and occupation and offering possession of the same to the Purchaser and only upon payment of all amounts due and payable by the Purchaser under this Agreement. Commencing from the expiry of the 15 days from issue of the intimation in writing by the Promoter to the Purchaser that the Flat is ready for occupation, use, and possession, the Flat shall be at the risk of the Purchaser (irrespective of whether possession of the Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Flat. It is agreed that irrespective of whether possession of the Flat is actually taken or not by the Purchaser, the Purchaser shall, from the date of expiry of the 15 day from the date on which possession of the Flat is offered by the Promoter to the Purchaser, be responsible and liable to bear and pay to the Promoter all outgoings in respect of the Flat, all rates, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent 35 (Signature of Owner) (Signature of Purchaser) local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the layout project/ Balance Property. The Allottee's shall pay the Promoters such a proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.
- 25.** The Purchaser shall, prior to taking possession of the Flat, examine and satisfy himself/herself/itself with the area of the Flat. Thereafter, the

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Purchaser shall have no claim against the Promoters with respect to the Flat or any other amenities / fixtures of the said Building, alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.

- 26.** The Allottee(s)/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of *residence /office /showroom /shop/godown* for carrying on any industry or business (*strike of which is not applicable). He shall use the garage or parking space only for the purpose of keeping or parking the vehicle.
- 27.** The Allottee(s)/s along with other allottee(s)/s of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s)/s, so as to enable the Promoter to register the common organization of Allottee(s)/s. No objection shall be taken by the Allottee(s)/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- i. Provided that in the absence of local laws, the association of allottee(s)/s by whatever name called, shall be formed within a period of three months of the majority of allottee(s)/s having booked their plot or apartment or building, as the case may be, in the project.
 - ii. Where a Co-op housing Society or a Company or any other legal entity of Allottee(s)/s is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottee(s)/s in such a Building or a Wing, have booked their Apartment.
 - iii. Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the

Promoters	Allottee's

Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

- iv. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

- 28.** The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee(s)/s in proportion to his gross usable area and that the Allottee(s)/s shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoters. This amount is not included in the agreement value and shall be calculated and informed to the members of the society after the Occupancy certificate.

- 29.** Within 15 days after notice in writing is given by the Promoters to the Allottee(s)/s that the Apartment is ready for use and occupancy, the Allottee(s)/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes,

Promoters	Allottee's

betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, and the said structure of the building/s or wings is transferred to it, the Allottee(s)/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee(s)/s further agrees that till the Allottee(s)/s share is so determined, the Allottee(s)/s shall pay to the Promoter provisional monthly contribution of **Rs.** _____ per month towards the outgoings which shall be paid in advance for months on/before possession of the said Flat. The amounts so paid by the Allottee(s)/s to the Promoters shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance /assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

30. The Allottee(s)/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

1. **Rs** _____ **(Amounts in words)** for share money, application entrance fee of the Society.
2. **Rs** _____ **(Amounts in words)** for formation and registration of the society.
3. **Rs** _____ **(Amounts in words)** for share of development & Infrastructures charges.
4. **Rs** _____ **(Amounts in words)** being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, etc.
5. **Rs** _____ **(Amounts in words)** for deposit towards water electricity, and other utility and services connection charges.
6. **Rs** _____ **(Amounts in words)** being one-time membership fee with respect to the gymnasium forming part of the project.
7. **Rs** _____ **(Amounts in words)** Deposit as Sinking Fund.

The Developer shall not be liable to provide the details of accounts as stipulated hereinabove to the Allottee(s)/s

31. The Allottee(s)/s shall pay the Promoter a for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said

Promoters	Allottee's

Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

33. SOCIETY:

- i. The Promoters are authorized by the Purchaser(s)/s his/her/their behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declaration, costs of lawyers for transfer of the membership of the society/ to make purchaser as a member of the society and such costs of transfer are to be borne and paid wholly by the Purchaser(s)/s and other acquired of **Flat** proportionately, but exclusive of all out of pocket expenses of such documents which also will be borne and paid wholly by the Purchaser(s)/s and other acquired of Flat. In case the costs, charges, and expenses exceed the aforesaid amount, the same would also be made good by the Purchaser(s)/s.
- ii. The Purchaser(s) shall observe and perform all the rules and regulations and bye-laws of the Society and the additions, alterations, and amendments thereof that may be made from time to time for the safety, protection, and maintenance of the building and/or Project and the premises therein and for the performance and observance of building rules, regulations, and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser(s) shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.
- iii. The Promoters shall not join as a member of the Society in respect of unsold Flat in the Building/s.
- iv. The Society shall be responsible for the operation and management and/or supervision of the Building and the Purchaser(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters, and things as may be required in this regard.

Promoters	Allottee's

- v. The purchaser shall be only entitled to membership of the society after the payments of the consideration amount/charges/taxes as applicable to the said Flat.
- vi. The Promoters shall be entitled to nominate or appoint a project management agency, of its choice, at its sole discretion as it may deem fit and proper(**“Project Management Agency”**) to manage the operation and maintenance of the Project including but not limited to the Building, Common Amenities of the Project, STPs, garbage disposal system and such other facilities that the Promoters installs and intends to maintain, after the Project is fully developed and occupation certificate for the last building is obtained from the Sanctioning Authority and for any subsequent period (at the discretion of the Promoters) for such remuneration/fee, (and escalation thereto) as may be applicable. The Promoters shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoters may enter into other related agreements with any other company or organization as may be necessary for effective, full, and efficient management of the infrastructure and Common Amenities of the Project until the aforesaid period. It is hereby clarified that either the Promoters or the Project Management Agency shall have a right to recover the amounts from the various Purchaser(s) in the Project towards the maintenance and outgoings for upkeep and maintenance of the Project. In such event, the Purchaser(s) agrees to abide by any and all terms, conditions, rules, and/or regulations that may be imposed by the Promoters or the Project Management Agency, including without limitation, payment of the Purchaser(s)’s share of the project management fee as aforesaid. It is hereby clarified that upon receiving written instructions from the Promoters/ Developers, the Purchaser(s) shall either directly pay the aforesaid project management fees to the Promoters or the Project Management Agency.
- vii. It is further agreed accepted and confirmed by the Purchaser that the Promoters shall have full power, control and absolute authority to manage and maintain the facilities as mentioned herein in the manner the Promoters may deem fit and for that purpose the Promoters shall be entitled to lay down such terms and conditions as regards payment by the Purchaser of the Flat in the Project regarding monthly maintenance charges or otherwise to enable the Promoter to effectively maintain the facilities.
- viii. The Purchaser has hereby agreed to abide by the terms as laid down by the Promoters and the Purchaser shall have no right to question and dispute the decision of the Promoter in regard to their

Promoters	Allottee’s

powers and authorities for maintaining the said facilities. In the event of the Purchaser failing to abide by the terms and conditions as laid down by the Promoter the same shall be deemed as a breach of the terms of this Agreement and thereupon the Promoter shall have the right to exercise the remedies under the law and as per the terms of this Agreement even though the Purchaser shall have not taken possession of the Flat and the Purchaser shall not have paid the consideration amount and all other dues under the said Agreement.

34. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee(s)/s as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the Title Report, if any;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the Title Report, if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s)/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or

Promoters	Allottee's

development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee(s)/s under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s)/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the structure to the association of allottee(s)/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s)/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

35. The Allottee(s)/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows: -

- i. To maintain the said Flat at the Allottee(s)/s 's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages 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, including entrances of the building in which the Flat is situated and in case any damage

Promoters	Allottee's

is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee(s)/s in this behalf, the Allottee(s)/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s)/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s)/s committing any act in contravention of the above provision, the Allottee(s)/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- xii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- xiii. To bear and pay increase in local taxes, water charges, insurance

Promoters	Allottee's

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 Flat by the Allottee(s)/s for any purposes other than for purpose for which it is sold.

- xiv. The Allottee(s)/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee(s)/s to the Promoter under this Agreement are fully paid up.
- xv. The Allottee(s)/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s)/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xvi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee(s)/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof,
- xvii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee(s)/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 36.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s)/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 37.** In case the transaction being executed by this agreement between the promoter and the allottee(s)/s is facilitated by a Registered Real Estate

Promoters	Allottee's

Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee(s)/s / both, as the case may be, in accordance with the agreed terms of payment.

38. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats and Building or any part thereof. The Allottee(s)/s shall have no claim save and except in respect of the 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 until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

39. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s)/s who has taken or agreed to take such Flat.

40. BINDING EFFECT

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

41. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

Promoters	Allottee's

42. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

43. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S)/S / SUBSEQUENT ALLOTTEE(S)/S S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s)/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

44. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act 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 Act 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.

45. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s)/s has to make any payment, in common with other Allottee(s)/s (s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

46. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

47. PLACE OF EXECUTION

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

Promoters	Allottee's

Registered at Mumbai Suburban Sub Registered Office Vikhroli, Tel-Kurla, Dist- Mumbai Suburban.

- 48.** The Allottee(s)/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 49.** That all notices to be served on the Allottee(s)/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s)/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:
Name of Allottee(s)/s :
Allottee(s)/s 's Address :
Notified Email ID :
Mobile No. :

Name of the authorized representative of the Developer:

M/S. SHRADDHA LANDMARK PRIVATE LIMITED,
OFFICE AT : Near Manisha Heights, Bal Rajeshwar Road, Mulund (W), Mumbai 400 080.
Email ID : postsales@shraddhalandmark.com
Phone : 7304518864

It shall be the duty of the Allottee(s)/s and the promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s)/s, as the case may be.

50. NOMINEE: -

- i. The Purchaser(s) hereby nominates _____] ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Purchaser(s), the nominee shall assume all the obligations of the Purchaser(s) under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser(s) shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoters/ Developers shall only recognize the Nominee, or the nominee substituted by the Purchaser(s) (if a such substitution has been intimated to the Promoters/ Developers in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representative of the Purchaser(s).

Promoters	Allottee's

- ii. 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 Nominee.

51. JOINT ALLOTTEE(S)/S S

That in case there are Joint Allottee(s)/s s all communications shall be sent by the Promoter to the Allottee(s)/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s)/s.

52. STAMP DUTY AND REGISYTATION:

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the allottee(s)/s .

53. DISPUTE RESOLUTION AND GOVERNING LAW:

- i. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties, or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.
- ii. In case of failure to settle the dispute amicably, the dispute shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Act.
- iii. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

54. INDEMNIFICATION BY THE PURCHASER(S):

The Purchaser(s) shall indemnify and keep indemnified the Promoters/ harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoters directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement, (b) any breach and/or default by the Purchaser(s) in the performance of any and/or all of his/its obligations under this Agreement, (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser(s) or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control, and (d) Purchaser(s)'s non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

55. GENERAL PROVISIONS:

Promoters	Allottee's

- a. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters/ Developers or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser(s) or made available for the Purchaser(s)'s viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the Parties hereto.
- b. It is hereby agreed that it shall be the obligation of the Promoters to comply with and fulfil all the obligations, commitments, and terms as they may have agreed with their respective Purchaser(s), save and except as set out herein.
- c. The invalidity of any term, conditions, or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions, or stipulations of this Agreement or the validity of the Agreement itself.
- d. Any delay, tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Purchaser(s) by the Promoters shall not be construed as a waiver on the part of the Promoters/ Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Promoters, as the case may be.
- e. If there is more than one Purchaser(s) named in this Agreement, all obligations hereunder of such Purchaser(s) shall be joint and several.
- f. All taxes, charges, levies, past, present, or future including but not limited to GST or any other impositions, interest, penalties, surcharges, or levies, (i) on account of this transaction, or (ii) pro-rata on account of the entire development of the Project, or (iii) on the consideration and other amounts payable by the Purchaser(s) to the Promoters or (iv) otherwise shall be to the account of the Purchaser(s) alone and the Promoters shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions, etc. shall be payable by the Purchaser(s) over and above the consideration of the Flat and the Promoters decision as regards the quantum of the same shall be final and binding on the Purchaser(s)

Promoters	Allottee's

SCHEDULE - I**THE SAID PROPERTY ABOVE REFERRED TO:**

All that piece and parcels of lands and grounds comprising of **Survey No. 113 (Pt)**, corresponding to **CTS No. 356 (Pt)**, area admeasuring **1643.89 Sq. Mtrs.**, plus tit bit admeasuring area **671.48 Sq. Mtrs.**, total area admeasuring **2315.37 Sq. Mtrs.**, of Village: **Hariyali**, Taluka: **Kurla, Mumbai**, and bounded as under:

On or Towards the East	:	18.30 Metres' Wide Road
On or Towards the West	:	12.20 Metres' Wide Road
On or Towards North	:	Building Nos. 24 and 25
On or Towards South	:	12.20 Metres' Wide Road

SCHEDULE - II**SAID APARTMENT ABOVE REFERRED TO:**

FLAT BEARING NO. _____ on the _____ **FLOOR**, (herein after referred to as the said "**Flat**") admeasuring _____ **square feet** i.e. _____ **square meters RERA** carpet area as per the carpet in the _____ wing of the Building called "**SHRADDHA PRESIDENCY**" (herein after referred to as the said "Building")" which is constructed in or upon the above referred said Plot, situated in **Kannamwar Nagar, Vikhroli (East)**, Village: **Hariyali**, Taluka: **Kurla, Mumbai**, which Apartment is shown on the Floor Plan thereof as **Annexure**.

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**SCHEDULE [III]
(Payment Schedule)**

Sr. No.	Particular & Carpet Area	%	Amount Rs.
1	On Booking	10.00%	
2	At time of Excavation	10.00%	
3	At time of Agreement	10.00%	
4	Completion of Plinth	15.00%	
5	Completion of 1 st Slab	4.00%	
6	Completion of 3 rd Slab	2.00%	
7	Completion of 5 th Slab	2.00%	
8	Completion of 7 th slab	2.00%	
9	Completion of 9 th Slab	2.00%	
10	Completion of 11 th slab	2.00%	
11	Completion of 13 th Slab	2.00%	
12	Completion of 15 th Slab	2.00%	
13	Completion of 17 th Slab	2.00%	
14	Completion of 19 th Slab	2.00%	
15	Completion of 21 st Slab	2.00%	
16	Completion of Terrace slab	1.00%	
17	Completion on Walls, Brickwork, Internal Plaster, Color & Flooring , Doors of the said building	5.00%	
18	Completion on Sanitary fittings, Staircases, Lift wells, Lobbies	5.00%	
19	Completion on External Plumbing & Plaster, Terrace with Waterproofing, Elevation	5.00%	
20	Completion on Lifts, Water pumps, Electric Fittings, electro , Mechanical Requirements , Entrance lobby	5.00%	
21	On Possession	10.00%	
TOTAL		100.00%	

Promoters	Allottee's

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

SIGNED, SEALED AND DELIVERED

by the within named "**PROMOTER**"

M/s SHRADDHA LANDMARK PRIVATE LIMITED

Through Its Authorized Signatory

MR. SUDHIR BALU MEHTA

Photograph

*Left Hand
Thumb
Imp.*

In the presence of

1.

2.

SIGNED, SEALED AND DELIVERED

by the within named "**ALLOTTEE'S**"

MR. _____

Photograph

*Left Hand
Thumb Imp.*

In the presence of

1.

2.

Housiey.com

Promoters	Allottee's

RECEIPT

Received an amount of Rs. _____/- from Allottee(s)/s /s towards part payment of total consideration as mentioned above in following manner-

Sr. no	Date	Name of the Bank	Cheque No.	Amount (Rs.)

I say received

M/s. SHRADDHA LANDMARK PRIVATE LIMITED

Through Its Authorized Signatory

Mr. Sudhir Balu Mehta

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Promoters	Allottee's