

AGREEMENT FOR SALE

THIS AGREEMENT ("this Agreement") is made at Mumbai this _____ day of _____, 2022

BETWEEN

M/S. SHREEM PROPERTIES, a partnership firm registered under the Indian Partnership Act, 1932 having their registered office at 1107, ATL Corporate Park, Opp. L & T Gate No. 7, Saki Vihar Road, Powai, Mumbai - 400 072, hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being constituting the said firm, survivors or survivor of them and their respective heirs, executors, administrators and their assigns) of the **ONE PART**;

AND

_____ of Mumbai, Indian Inhabitant, residing at _____

hereinafter 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 or individuals, his, her or their respective legal heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assign / in case of a Hindu undivided family, the Karta and the co-parceners for the time being and from time to time of the Hindu Undivided Family and the survivors or survivor of them and the heirs, executors and administrators of the last surviving co-parceners and his, her or their permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last surviving Trustee and his, her or their permitted assigns) of the **OTHER PART**:

Herein, where required, the Promoters and the Purchaser(s) are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS: -

- A. The Promoters are the partnership firm constituted under the Deed of Partnership dated 9th November 2009 by (1) Amartara Private Limited, (2) Mr. Arun Swarup, (3) Mr. Arjun Sarup, (4) Mrs. Geeta Sarup, (5) Mahender A. Dhanani and (6) Mr. Narendra A. Dhanani in the name of "M/s. Shreem Properties" for conducting the business in partnership of (a) dealers in real estate including land and building, (b) development of immovable properties including carrying on business as builders and Developers with intention of construction of buildings and to sell units in such buildings on what is known as ownership basis, (c) to develop, construct own, sell or lease or give on leave and license residential and commercial buildings of complex and to develop, construct, own and operate Resorts, Hotels and/or Apartment Hotels and/or Service Apartments and Restaurant and/or carry such other hospitality business and/or any other business as to be mutually agreed upon by the partners from time to time, (d) to acquire and hold immovable properties including structures thereon as its capital assets and give out such structures and/or the units in such structure on lease, leave and licenses and/or any other basis to different parties as may be mutually agreed upon and (e) such other business as the partners of M/s. Shreem Properties from time to time determine.
- B. Prior to 4th April 2018 the said partner Amartara Private Limited was well and sufficiently entitled to and was owner of all that piece or parcel of land or ground being Sub-Divided Plot-B admeasuring 6926.10 sq. meters or thereabout

The Promoters

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forming part of Survey No. 17 (part), bearing CTS No. 4B of Village Paspoli, Taluka Kurla, in the Registration District of Mumbai Suburban District situate, lying and being at NITIE Post, Saki Vihar Road, Powai, Mumbai - 400 087 (hereinafter referred to as the said Property). The said Property is more particularly described in the **First Schedule** hereunder written;

- C. Amartara Private Limited the said partner vide Second Supplementary Deed of Partnership dated 4th April 2018 registered in the office of Sub-Registrar of Assurance at Kurla under Sr. No. KLR-2/3999 of 2018 has contributed by way of capital into the firm of “M/s. Shreem Properties” (the Promoters herein) the said Property being the same as more particularly described in the Schedule ‘A’ thereunder written.
- D. Thus the Promoters have become the absolute owners of the said Property, though their name is not yet mutated in the Property Register Card and they are in process to mutated their name in the Property Register Card as holders/owners of the said Property.
- E. The Promoters shall construct four towers/wings in phases on the said Property and presently constructing two towers/wings in Phase-I viz; comprising of Basement, stilts at ground level, 2 podiums above the stilt level and twenty upper floors, which project they have named “SHREE KRISHNA” (the “**New Building**”). The Promoters are utilizing the primary FSI of the Property as also TDR/FSI, Premium paid FSI, Fungible FSI etc., for the development of the Property.
- F. The said Property is proposed to be developed in one or more phases comprising of about four or more residential Towers and other structures for amenities like club house, swimming pool, sports activity centre and other facilities. The Promoters reserve the right to alter, amend and modify the Layout plans in accordance with applicable laws.
- G. It is clarified that the Promoters may construct more than four residential / non-residential / structures / towers / wings or retail / commercial units / shops / offices on the said Property in phases in accordance with applicable laws and the permissions and approvals granted/to be granted to them by the concerned authorities from time to time. It is further clarified that as per the existing building plans approvals, only a part of the presently available development potential of the said Property is being utilized in the course of construction of the proposed floors of the respective towers/wings and the Promoters shall from time to time be making applications to the MCGM for amendments to the approved plans and for issuance of further IOD and further CC such that the entire available development potential of the said Property is completely consumed in the course of construction of the proposed floors of respective Towers/Wings and/or any additional tower/s on the said Property and accordingly, the plans for construction of the proposed floors of the respective Tower/Wing and/or any other additional tower/s on the said Property are subject to further modifications. The Promoters intends to get the existing approvals revised, renewed and altered for consumption of remaining FSI, TDR, and all other permissible FSI of the Property to be used and utilized on the said Property, in one or more phases and as may be granted by the MCGM as per the Development Control Regulations in force from time to time. The Purchaser/s shall not raise any objection to the proposed construction of the additional tower/s/Wings/buildings and/or additional floors irrespective of whether the same is constructed or not;
- H. The Promoters applied for and have obtained from the MCGM the Intimation of Disapproval (IOD) bearing No. CE/1066/BPES/AS dated 9th July 2008 and Amended IOD bearing No. CE/1066/BPES/AS/337/1/Amend dated 13th August 2021 and Commencement Certificate No. CE/1066/BPES/AS/FCC/1/New dated 7th April 2022 and the Promoters shall obtain further approvals from various

authorities from time to time, so as to obtain the Occupation Certificate of the Towers/Wings/Buildings.

- I. The Promoters have appointed M/s. Daisaria Associates, registered with the Council of Architects, as the architects of the project. The Promoters have appointed Mahimtura Consultant Private Limited, Structural Engineer, for the preparation of the structural designs and drawings of the Towers/Wings/Buildings. The Promoters are entitled to appoint any other architects or Structural Engineers in place of them or any other professionals as the Promoters may deem fit. The Promoters accept the professional supervision of the Architects and the structural Engineer till the completion of the Buildings.
- J. As required by the Real Estate (Regulation and Development Act) 2016 (“RERA”), the Promoters have registered the project with the Maharashtra Real Estate Regulatory Authority (“MahaRERA”) and the said MahaRERA has issued a Registration Certificate No. _____ dated _____.
- K. The Promoters have informed the Purchaser(s) and the Purchaser(s) is(are) aware that in the course of developing and constructing the New Buildings, the Promoters have expressed hardship to the Municipal Commissioner, MCGM in providing regular open spaces required for light and ventilation as per DCPR, as such the Promoters had requested the MCGM to condone such required mandatory open space deficiency; and the Municipal Commissioner, MCGM has condoned such mandatory requirement.
- L. The Promoters have informed the Purchaser(s) and the Purchaser(s) is(are) aware that the project of construction of the Towers/Wings/Buildings on the said Property and the entitlements of the Promoters in respect of development of the said Property.
- M. The Purchaser(s) herein has/have demanded from the Promoters and have been given inspection of all documents relating to the development of the Property, as well as the IOD, Commencement Certificate, plans, designs and specifications prepared by the Promoters’ Architects, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.
- N. The Purchaser(s) herein, being fully satisfied with the rights of the Promoters to develop the Property, approached the Promoters for the purchase of **Flat No. _____** on the _____ **Floor** (counting from the top level of podium) in Tower/Wing/Building named as _____ of project known as “**SHREE KRISHNA**” (hereinafter referred to as the “**Flat**”) being constructed upon the said Property. The Flat is described in the **Second Schedule** hereunder written.
- O. The Promoters and the Purchaser(s) have held detailed negotiations of the terms and conditions of the sale of the Flat and, pursuant thereto, the Promoters have agreed to sell to the Purchaser(s) and the Purchaser(s) has/have agreed to purchase from the Promoters the Flat, for a consideration of **Rs. _____/- (Rupees _____ Only)** (which excludes all amounts/ deposits etc. payable under this Agreement) (hereinafter referred to as the “**Sale Price**”).
- P. As per the applicable provisions of RERA, the carpet area of the Flat (as per the definition of the term “*carpet area*” under Section 2 (k) of RERA) shall be _____ square feet carpet area equivalent to _____ square meters together with Balcony admeasuring _____ square feet carpet area equivalent to _____ square meters or thereabout.

The Promoters

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- Q. The Sale Price and the installments and the level of the finish of the Flat has been negotiated and agreed to between the Parties, and accordingly the Purchaser(s) is/are paying the Sale Price in the manner hereinafter appearing.
- R. Annexed to this Agreement are copies of the following documents: -
- R.1. Annexure "A" : Property Register Card and City Survey plan in respect of the Property;
- R.2. Annexure "B" : Report on Title issued by the Promoters' Advocates certifying title of the Promoters
- R.3. Annexure "C" : Copies of the I.O.D. and the Commencement Certificate issued by the MCGM;
- R.4. Annexure "D" : Floor plan of the Flat;
- R.5. Annexure "E" : List of amenities agreed to be provided in the Flat and the amenities/ specifications of the New Tower/Wing /Building;
- R.6. Annexure "F" : A copy of the registration certificate of the project issued by MAHA-RERA.
- S. Under section 13 of RERA, it is necessary to execute a written agreement for the sale of Flat, being in fact these presents, and to register the same under the Registration Act, 1908.
- T. The Purchaser(s) confirm(s) that prior to the execution of this Agreement, he/she/they was/ were provided with a draft of this Agreement and had sufficient opportunity to go through the same and that the Purchaser(s) has/ have understood the terms and conditions. The Purchaser(s) confirm(s) that prior to the execution of this Agreement, he/she/they was/ were given full, free and complete inspection of all documents relating to the development of the Property including IOD, Commencement Certificate, drawings, plans and specifications of the Towers/Wings/Buildings, the approvals/ permissions for construction/ development and had sufficient opportunity to go through the same and verify the same with his/her/their consultants/ advisers, and that the Purchaser(s) are satisfied with and have accepted the same.
- U. The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoters and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.
- V. The Parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to sell the said Flat, in the said Project in the manner hereinafter appearing.

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

1. **RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT.** The recitals of this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part hereof and shall be interpreted, construed and read accordingly.
2. **INSPECTION OF DOCUMENTS PRIOR TO PURCHASE.** The Purchaser(s) confirm(s) that prior to the execution hereof, the Purchaser(s) has/ have been given full, free and complete inspection of all documents relating to the development of the Property including the, IOD, Commencement Certificate, drawings, plans and

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specifications of the Towers/Wings/Buildings, the approvals/ permissions for construction/ development. The Purchaser(s) has/ have prior to the execution of this Agreement satisfied themselves about the title to the Property, the rights of the Promoters to develop the Property and to sell the Flat to the Purchaser(s), and the Purchaser(s) shall not be entitled to further investigate the title to the Property or the Promoters' right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. The Purchaser(s) is/are aware that while the Promoters have obtained some of the approvals from the MCGM, other approvals (or amendments to approvals) may be received from time to time, and the Purchaser(s) waive(s) his/her/their right to raise any objection in that regard. The Purchaser(s) has(have) also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoters and is(are) aware and acknowledge that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Towers/Wings/Buildings is completed and after the management of the Towers/Wings/Buildings is handed over to the Society/organisation, as provided hereinafter, and the Purchaser(s) has(have) agreed to abide by and comply with such continuing conditions and obligations. The Purchaser(s) further confirm(s) that he/she/they has/ have executed this Agreement after having read, understood, and agreed to the terms hereof.

3. THE NEW TOWER/WING/BUILDING.

3.1. The Promoters shall construct on the Property more particularly described in the **First Schedule** hereunder written the Towers/Wings/ Buildings in the project named "SHREE KRISHNA" (or such other name as the Promoters may in its sole discretion decide) comprising Basement, stilts at ground level, 2 podiums above the stilt level and twenty upper floors, by utilizing and consuming the present development potential thereof including fungible FSI, Premium paid FSI, TDR, road width FSI, etc., and all other development potential as may be permissible under the D.C. Regulations and/or other rules/ bye laws of the authorities and in accordance with the plans, designs, specifications approved by the Purchaser(s) with such variations and modifications as the Promoters, at their discretion, may consider necessary or as may be required by the concerned local authority/ government to be made in them or any of them. Notwithstanding anything contained in this Agreement, the Promoters are entitled, at their discretion, and the Purchaser(s) hereby give(s) the Promoters express consent, to make changes to any other flats in the Towers/Wings/Buildings (including changing the internal layouts, merging two flats or parts thereof, dividing flats, creating penthouses or duplex/ triplex flats etc)-

3.1.1. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser(s) in respect of variations or modifications if the same adversely affect the Flat and/or its carpet area and or its location and/or layout;

3.1.2. Provided further that in the construction of the New Building, the Promoters will utilize any increased FSI that may become available (whether under the D.C.P. Regulations 2034, or otherwise) subject to the provisions of RERA and the Rules and regulations thereunder and subject to the Development Agreement.

3.2. The Purchaser(s) has/ have inspected all plans of the New Building and has/ have understood the various calculations of FSI and areas as approved by the MCGM and agree(s) and confirm(s) that he/she/they shall not raise any objection or grievance in respect thereof.

4. SALE OF THE FLAT AND THE SALE PRICE. The Purchaser(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the

Purchaser(s) the Flat No. _____ on the _____ floor (counting from the top level of podium) in Tower/Wing/Building named as _____ of project known as "SHREE KRISHNA" as shown on the floor plan thereof hereto annexed and marked Annexure "D" with the use of _____ (_____) car-parking slots (as detailed hereinafter) for the Sale Price of Rs. _____/- (Rupees _____ Only) (which is inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat;

5. CARPET AREA OF THE FLAT.

- 5.1. As per the applicable provisions of RERA, the carpet area of the Flat (as per the definition of the term "carpet area" under Section 2 (k) of RERA) shall be _____ square feet carpet area equivalent to _____ square meters together with Balcony admeasuring _____ square feet carpet area equivalent to _____ square meters or thereabout.
- 5.2. "RERA Carpet Area" shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas covered under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

6. VARIATIONS IN THE CARPET AREA.

- 6.1. A variation in the carpet area of the Flat shall be accepted upto 3% (three percent). The Promoters shall inform the Purchaser(s) of any variation in the carpet area of the Flat (subject to a variation cap of three percent) along with their Architects' certificate in respect thereof. If there is any reduction in the carpet area then the Promoters shall refund the excess money paid by the Purchaser(s) within forty-five days of such intimation along with interest at the rate specified in the rules framed under RERA. If there is any increase in the carpet area allotted to Purchaser(s), the Promoters shall demand additional amount from the Purchaser(s) and the Purchaser(s) agree(s) that the same shall be payable and shall be paid along with the Installment of the Sale Price immediately following such intimation by the Promoters. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement. The certificate issued by the Architects of the Promoters pertaining to the area of the Flat shall be binding on the Parties hereto.
- 6.2. Subject to Clause 6.1 hereof, the Sale Price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the MCGM/ other authorities and/or any other increase in charges which may be levied or imposed by the MCGM or other authorities from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the MCGM/ other authorities, the Promoters 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 Purchaser(s). The Purchaser(s) hereby agree(s) and undertake(s) to make payment of such increases in levies and/or such new levies/ taxes/ development charges within the notice period that will be mentioned by the Promoters in their written intimation to the Purchaser(s) and the Purchaser(s) hereby agree(s) and undertake(s) to indemnify and keep indemnified the Promoters and all persons claiming through them in respect thereof.

7. INSTALLMENTS OF THE SALE PRICE.

- 7.1. The Purchaser(s) confirm(s) that he/she/they had negotiated for and agreed to the Sale Price on the basis that the various milestones of completion of the construction activity be clubbed and brought forward and

the Purchaser(s) will accelerate the installments of the Sale Price based on such agreed milestones. The Purchaser(s) confirm that he/she/they have accordingly agreed to the number of installments of the Sale Price, the quantum of each installment and time of payment of the installments linked to the construction schedule of the New Building, as stated in this Agreement.

- 7.2. The Sale Price and the instalments for payment thereof which are agreed to between the Parties are more particularly set out in the **Third Schedule** hereunder written (each payment of the Sale Price being hereinafter referred to as “**Installment**” and all payments of the Sale Price being collectively referred to as “**Installments**”).
- 7.3. The Installments shall be paid by the Purchaser(s) into Designated RERA Account held by the Promoters or any such other account as may be intimated in writing by the Promoters to the Purchaser(s).
- 7.4. **Loans availed of by the Purchaser(s).** Notwithstanding the restriction on transfer of the Flat contained in this Agreement, if the Purchaser(s) has/ have availed of/ is availing of a loan from any banks/financial institutions for the purchase of the Flat, it shall nevertheless be the responsibility of the Purchaser(s) to ensure payment of the Installments of the Sale Price (whether from such banks/ financial institutions or from his/her/their own resources or alternate resources) on the due dates- the Purchaser(s) cannot seek additional time for payment in the event such banks/ financial institutions do not make payment of any of the Installments for any reason whatsoever. Any lien over the Flat created in favour of such banks/ financial institutions shall be subject to the Promoters’ first lien and charge on the Flat in respect of unpaid Installments towards the Sale Price and all other amounts/ deposits payable by the Purchaser(s) to the Promoters under the terms and conditions of this Agreement, and shall not in any manner jeopardize the rights of the Promoters.
- 7.5. **Third Party Payments.** In the event any third party making any payments/ remittances on behalf of or at the instance of the Purchaser(s), such third party shall not have any rights whatsoever over or to the Flat or under this Agreement, and all payment receipts will be issued in the name(s) of the Purchaser(s) alone.
- 7.6. **TDS Provisions.** Tax at source, as applicable, shall be deducted from the Sale Price (TDS) by the Purchaser(s) provided however that the Purchaser(s) shall be liable to submitting the original tax deduction certificate within 30 (thirty) days of the same being required to be paid into the government treasury and the Promoters shall acknowledge the same only upon the Purchaser(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. If at the time of taking possession of the Flat, such TDS certificates are not furnished, the Purchaser(s) shall deposit such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Purchaser(s) producing such certificates within two months from the Purchaser(s) taking possession of the Flat. Provided further that in case the Purchaser(s) fail(s) to produce such certificate within the stipulated period of two months, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Purchaser(s). In this regard, the Purchaser(s) acknowledge(s) that the Purchaser(s) has/ have received from the Promoters, the permanent account number allotted to the Promoters under the provisions of the Income Tax Act, 1961, and the same is also stated in this Agreement.
8. **Appropriation/ adjustments of the Installments of the Sale Price.** The Purchaser(s) expressly authorize(s) the Promoters to adjust/appropriate all

payments made by him/ her/ them under any head(s) of dues against outstandings, if any, as the Promoters may in their sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Promoters under this Agreement and at law), and the Purchaser(s) agree(s) that the Purchaser(s) has/ have no right to object/demand/ direct the Promoters to adjust his/her/their payments in any manner.

9. GST AND OTHER IMPOSTS.

- 9.1. The Sale Price and all other amounts payable by the Purchaser(s) under this Agreement exclude Goods And Services Tax (GST) or any other taxes, duties or dues which are currently applicable or which may hereafter be applicable in respect of the sale of the Flat or which are currently applicable or which may hereafter be applicable in connection with the construction of and carrying out the said development project) all of which are the liability/ responsibility of the Purchaser(s) alone. Accordingly, the Purchaser(s) alone is/are responsible to pay to the Promoters the GST and all other imposts on the Sale Price or any other amounts/ deposits mentioned in this Agreement and/or in respect of the transaction contemplated herein (whether applicable/payable now or which may become applicable/payable in future).
- 9.2. If on account of change/amendment in the present laws, rules, regulations or on account of enactment(s) of new laws by the Central and/or State Government and/or by the MCGM or any other authorities, any taxes/premiums/ amounts become payable hereafter on the amounts payable by the Purchaser(s) to the Promoters related to the purchase of the Flat by the Purchaser(s), or if any of the current taxes, duties or dues are increased by any authorities, the Purchaser(s) shall be liable to bear and pay the increased amount or the new levies/ taxes.
- 9.3. The Promoters may allow, in its sole discretion, a rebate for earlier payments of the Installments payable by the Purchaser(s) by discounting such early payments at such rate as the Promoters agree upon for the period by which the respective Installment has been brought forward. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser(s) by the Promoters in writing.

10. CAR-PARKING.

- 10.1. As stated above, the Promoters have agreed to allot to the Purchaser(s) the use of _____ (____) car-parking slot(s) in the New Building which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements.
- 10.2. The parking slots mentioned above shall be used only for the purpose of parking the vehicle(s) of the Purchaser(s) and for no other use and subject to the bye-laws, rules and regulations of the Society.
- 10.3. The Promoters are entitled to allot to the Members and other Purchasers of other flats such number of car-parking slots and at such locations within the project as the Promoters may deem fit and the Purchaser(s) herein shall have no claims or objections to the same.
- 10.4. The Purchaser(s) agree(s) and undertake(s) to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking(s) as may be levied by the authorities and/or the Society and/or association of apartment owners (including without limitation charges towards Annual Maintenance Contracts that may be entered in by the Promoters or the Society and/or association of apartment owners in respect of the mechanized parking systems).

10.5. The Purchaser(s) shall not cause the Society and/or association of apartment owners to change the allocation of parking spaces of other premises-owners/ Purchasers in the New Building.

11. **ADHERENCE TO THE APPROVED PLANS/ PERMISSIONS.** The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities at the time of sanctioning the plans (including amended plans) of the New Building or thereafter and shall, before handing over possession of the Flat to the Purchaser(s), obtain from the MCGM the Occupancy Certificate in respect of the New Building. Thereafter, the Purchaser(s) shall adhere to and observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities in respect of the sanctioned plans (or amended plans) of the New Building.

12. **TIME IS OF THE ESSENCE.** Time is of the essence for the Promoters as well as the Purchaser(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser(s) after receiving the Occupancy Certificate of the New Building. Similarly, the Purchaser(s) shall make timely payments of the Installments and other amounts/dues payable by him/her/them and shall meet the other obligations under the Agreement.

13. **FLOOR SPACE INDEX.**

13.1. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Property and the Promoters have planned to utilize the same by availing inter alia TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the project.

13.2. The Promoters have disclosed the Floor Space Index to be utilized by them in the project and the Purchaser(s) has/ have agreed to purchase the Flat based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

14. **CONSEQUENCES OF DELAY.**

14.1. If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Purchaser(s) as per the terms hereof, the Promoters shall pay to the Purchaser(s), if so, demanded by the Purchaser(s) and if the Purchaser(s) do(es) not intend to withdraw from the project, interest as specified in the Rules framed by MAHA-RERA on all the amounts paid by the Purchaser(s), for every month of delay till the date of offering possession of the Flat as per this Agreement.

14.2. The Purchaser(s) agree(s) to pay to the Promoters interest as specified in the Rules framed by MAHA-RERA, on all the delayed payments which become due and payable by the Purchaser(s) to the Promoters under the terms of this Agreement from the date the said amounts are payable by the Purchaser(s) to the Promoters. It has been agreed by the Parties that payments shall be made by the Purchaser(s) within 7 (seven) days of a demand for the same being raised by the Promoters and, in the event the Purchaser(s) do not make such payment within seven days of the issuance of the demand notice by the Promoters, the Purchaser(s) shall be deemed to have committed default and shall be liable for the consequences thereof including payment of interest.

- 14.3. Without prejudice to the rights of the Promoters to charge interest in terms of sub-clause 14.2 above, on the Purchaser(s) committing default in payment on the due dates of any amounts due and payable by the Purchaser(s) to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authorities and other outgoings) and on the Purchaser(s) committing three defaults of payment of Installments of the Sale Price or of any amounts due and payable under this Agreement, the Promoters shall at their own option, may terminate this Agreement:

Provided that the Promoters shall give notice of fifteen days in writing to the Purchaser(s), by Registered Post AD at the address provided by the Purchaser(s) and email at the email address provided by the Purchaser(s), of their intention to terminate this Agreement and of the specific breach(es) of terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser(s) fail(s) to rectify the breach(es) mentioned by the Promoters within the notice period then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, (i) the Purchaser(s) shall cease to have any rights over or to the Flat, (ii) the Promoters shall refund to the Purchaser(s) [subject to adjustment and recovery of liquidated damages (which have been agreed by the Parties as ten percent of the Sale Price), interest, brokerage fees and all taxes, costs, charges and expenses suffered or incurred by the Promoters or any other amount which may be payable to the Promoters] within a period of thirty days of the sale by the Promoters of the Flat to a third party or completion of the construction of the entire New Building, whichever is earlier, the installments of Sale Price of the Flat which may till then have been paid by the Purchaser(s) to the Promoters. It is clarified that in the event if the Purchaser(s) has(have) obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Flat, then and in such an event, the refund pursuant to this Clause shall be made by the Promoter directly to the lender from whom the Purchaser(s) may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Purchaser(s). (iii) the Promoters shall be entitled to deal with, resell and/or dispose of the Flat in the manner as the Promoters may deem fit without any intimation, reference or recourse to the Purchaser(s).

15. **AMENITIES, FIXTURES AND FITTINGS.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the Towers/Wings/Buildings and the Flat as are set out in **Annexure "E"**, annexed hereto. The Purchaser(s) specifically agree that the Promoters are entitled, at their discretion, to alter the amenities or provided additional or better amenities, and the Purchaser(s) shall not raise any disputes or claims in that regard. It is specifically agreed between the Parties hereto that the Promoters shall have the right to change/alter/substitute the said Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoters.

16. **POSSESSION OF THE FLAT.**

- 16.1. The Promoters shall give possession of the Flat to the Purchaser(s) on or before _____ subject to the Purchaser(s) having paid all Installments/ amounts payable as per this Agreement. If the Promoters fail or neglect to give possession of the Flat to the Purchaser(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser(s) the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in RERA, its rules and regulations, from

the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

16.2. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat beyond the aforesaid date if the completion of the New Building in which the Flat is to be situated is delayed on account of -

- 16.2.1. Acts of God including earthquakes, floods, inundations, land-slide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, endemic, declaration of lockdown or containment zone by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/reduced functioning of the MCGM/ other authorities or due to unavailability of labour or material;
- 16.2.2. Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any change in policies of the MCGM/ concerned authorities;
- 16.2.3. Any shortage or delay in availability or supply of labor, materials or utilities due to causes beyond the control of the Promoters;
- 16.2.4. Any adoption of and/or changes to the D.C.P. Regulations;
- 16.2.5. Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority not on ground of breach of any provision or statute committed by the Promoters;
- 16.2.6. Any geological, subsurface ground conditions as a result of which construction and development on the New Building is delayed or no longer financially or technically viable;
- 16.2.7. Any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, riots, bandhs, strikes and/or labour unrest etc. in consequence whereof the construction activities on the Sale Plot could be adversely affected; and
- 16.2.8. Any other conditions or act beyond the control of the Promoters or which prevent the Promoters from fulfilling their obligations under this Agreement.

17. PROCEDURE FOR TAKING POSSESSION.

17.1. The Promoters, upon obtaining the Occupancy Certificate from the MCGM and on receiving the payments of all amounts from the Purchaser(s) as per this Agreement, shall offer in writing the possession of the Flat to the Purchaser(s) in terms of this Agreement. The Purchaser(s) shall take possession of the Flat within 15 days (and in any event not later than sixty days, but subject to the terms of this Agreement) of the written notice from the Promoters to the Purchaser(s), by executing necessary possession letter, indemnities, undertakings and such other documentation as prescribed in this Agreement or as may be required by the Promoters. Non-completion of other residential flats, Common Areas including the Limited Common Areas, club house and common amenities and facilities at the time of possession cannot be a reason for not taking the possession

17.2. The Purchaser(s) agree(s) to pay the maintenance charges of or related to the Flat as determined by the Promoters or by the Society, as the case may be, from the sixteenth day of the notice of the Promoters offering possession of the Flat as aforesaid, irrespective of whether or not the

Purchaser(s) take(s) possession of the Flat. In the event the Purchaser(s) do(es) not make payment to the Promoters of all amounts due under this Agreement or does not take possession of the Flat from the Promoters, the Promoters shall not be liable for any deterioration of the interiors of the Flat or the amenities/ fixtures provided therein, and the Promoters shall not be liable to repaint/ touch-up the Flat or replace any fixtures/ fittings, all of which shall be the liability of the Purchaser(s) alone.

17.3. While the electricity meters/ bills and other utility meters/ bills will initially be in the Promoters' name, it shall be the responsibility of the Purchaser(s) to get the same changed to his/her/their name(s) at his/her/their costs. For the said purpose the Promoters shall co-operate with the Purchaser(s) and shall also execute such writings, consent letters as may be required.

17.4. The Purchaser(s) agree(s) that the Promoters are entitled to frame rules and regulations inter alia for the maintenance of the Towers/Wings/Buildings and the manner in which interior works/ fit-out works shall be carried out by purchasers/ Purchasers of premises in the Towers/Wings/Buildings, and shall sign and execute, without demur, all such writings as may be required by the Promoters in this regard at the time of taking possession of the Flat or at any time thereafter. The Promoter(s) are also entitled to appoint a house-keeping agency for the general upkeep and maintenance of the common areas of the Towers/Wings/Buildings, for which proportionate payments will be required to be made by the purchasers/ Purchasers of premises in the Towers/Wings/Buildings. The Purchaser(s) agree(s) to the aforesaid and agree(s) to pay, without demur or delay, the proportionate contribution towards the fees of the house-keeping agency as decided by the Promoters.

18. CONTINUED WORKS OF BEAUTIFICATION/ IMPROVEMENTS. Notwithstanding anything contained herein and notwithstanding that the Promoters may be obtained the Occupation Certificate in respect of the Towers/Wings/Buildings, the Promoters are entitled to carry out works within the Towers/Wings/Buildings or in the compound or to the parking systems or in the common amenities/ facilities being provided in the project (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.) so as to enhance the aesthetics or to improve upon the facilities or to ensure a smooth and sustained functioning of the facilities/ equipment. The Purchaser(s) is/are also aware that the interior works to other flats will continue beyond the Occupation Certificate. The Purchaser(s) shall not obstruct such work being carried out nor shall he/she/they raise a claim of unfinished work by the Promoters, it being understood and agreed that once the Promoters have obtained the Occupation Certificate of the Towers/Wings/Buildings and have completed the Flat of the Purchaser(s) as per this Agreement, the Promoters are entitled to offer in writing the possession of the Flat to the Purchaser(s) in terms of this Agreement.

19. DEFECTS' LIABILITY.

19.1. If within a period of five years from the date of the Occupancy Certificate of the New Building, the Purchaser(s) bring to the notice of the Promoters any 'structural defect' in the Flat or the Towers/Wings/Buildings then, wherever possible, such defect shall be rectified by the Promoters 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 Promoters compensation for such defect in the manner as provided under RERA.

19.2. "Structural defects" or "defects" means defects in the construction of the New Building and shall always exclude wear and tear, loss or damage due to a Force Majeure. The Purchaser(s) has/ have also been informed and are

aware that the warranties of equipment, appliances and electronic items installed in the Towers/Wings/Buildings and/or in the Flat by the Promoters shall be as per the standard warranties provided by the manufacturers/authorized suppliers/authorized service providers and accordingly any defect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/authorized service providers and it is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts with original manufacturers/authorized suppliers/ authorized service providers shall be obtained (i) by the Purchaser(s) in respect of the equipment, appliances and/or electronic items installed in the Flat, and (ii) by the Society in respect of the equipment, appliances and/or electronic items installed in the Towers/Wings/Buildings.

20. **USE OF THE FLAT.** The Purchaser(s) shall use the Flat or permit the same to be used only for purpose of residence. If the Purchaser(s) has/ have been allotted car-parking space(s) under this Agreement, the Purchaser(s) shall use the car-parking space(s) only for purpose of parking his/her/their vehicle, and such use shall be strictly as per the bye-laws, rules and regulations of the Society.
21. **RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID FLAT ONLY.** It is clarified that the right of the Purchaser(s) is(are) restricted to the Flat agreed to be sold to him/her/them by the Promoters as per the floor plan annexed hereto as **Annexure "D"** and use and enjoyment of common areas and utilities in common as mentioned herein and the Purchaser(s) shall not be entitled to claim any right to any open space or passage, podiums, staircase, parking spaces or any other area in to or upon the Plot and/or the Towers/Wings/Buildings or any other space surrounding the Towers/Wings/Buildings or any of them in any manner whatsoever.
22. **ADMISSION TO THE MEMBERSHIP OF THE SOCIETY.**
- 22.1. On receipt of the Occupancy Certificate of the New Building and on the Purchaser(s) making payment of all amounts due under this Agreement, the Purchaser(s) shall sign all forms, applications, papers, documents and writings as may be required by the Promoters or the Society for admitting the Purchaser(s) as member(s) of the Society and shall pay all requisite membership amounts, share money and the Society's corpus contribution. All of the aforesaid shall be forwarded by the Promoters to the Society who shall process and admit the Purchaser(s) to the membership of the Society.
- 22.2. The Purchaser(s) shall from time-to-time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Purchaser(s).
- 22.3. The Promoters shall be entitled, but not obligated to, join as a member of the Society in respect of unsold premises and parking spaces in the New Building, if any. The Promoters shall not be liable or required to bear and/or pay any amount by way of transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold premises and unallotted parking spaces save and except the municipal taxes at actuals (levied on the unsold premises) per month in respect of each unsold/unallotted premises.
- 22.4. After formation of the Society, the society shall be responsible for the operation and management and/or supervision of the New 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.

23. **TERRACES ATTACHED TO ANY PREMISES.** The Promoters have informed the Purchaser(s) that any open areas or terraces attached to or adjacent to any of the sale premises of the Promoters are for the exclusive benefit of the premises to which such terraces are attached/ adjacent to and the Promoters can allot the same to the purchasers of such premises. The Purchaser(s) expressly agree(s) that the terrace shall belong to and be for the exclusive use of the owners/ Purchasers/ occupants of such premises and forms part of such premises. The Purchaser(s) agree(s) that the terrace attached to such premises is not a common area and the Purchaser(s) covenant(s), agree(s) and undertake(s) not to lay any claims in respect of the said terrace.

24. **PAYMENT OF OUTGOINGS/ DEPOSITS BY THE PURCHASER(S)-**

24.1. Commencing fifteen days after notice in writing is given by the Promoters to the Purchaser(s) that the Flat is ready for use and occupation with full Occupation Certificate, with light and water connection together with all the amenities agreed to be provided in the Flat and irrespective of whether the Purchaser(s) has/ have taken possession of the Flat or not, the Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of all outgoings/charges in respect of the Property and the New Building including without limitation local taxes, betterment charges, N.A. Taxes, or other levies by the MCGM/ authorities (applicable/payable after the grant full Occupation Certificate), expenses for electricity, water, common lights, repairs and maintenance, salaries of clerks/ bill collectors/ watchmen/ sweepers/ managers/ lift operators, house-keeping bills, annual maintenance contracts of the elevators/ pumps/ security systems, etc., and all other expenses necessary and incidental to the management and maintenance of the Property and the New Building. Until the management of the Property and the Towers/Wings/Buildings is handed over to the Society, the Purchaser(s) shall pay to the Promoters such proportionate share of all the outgoings/ dues/ maintenance bills etc., as may be determined by the Promoters. The Purchaser(s) shall pay to the Promoters / the Society provisional monthly contribution of Rs. ____/- (Rupees _____ Only) per square foot of the Total Flat Area per month towards the outgoings/ dues/ maintenance bills etc., regularly by the fifth day of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management of the Property is handed over to the Society and until the Purchaser(s) has/ have been admitted to the membership thereof.

24.2. The Purchaser(s) shall, at the time of making payment of the last Installment of the Sale Price, pay the Promoters the various deposits and other amounts towards share money and other charges of the Society, proportionate share of taxes, outgoings, and other deposits and charges as specified in the **Fourth Schedule** hereto, and the same shall be utilized by the Promoters as stated in the **Fourth Schedule**.

25. **RESTRICTIONS ON TRANSFER BY THE PURCHASER(S).** Without first making payment of the Sale Price and all other amounts as per this Agreement, the Purchaser(s) shall not be entitled to transfer the Flat or the benefits under this Agreement in favour of any third party without first procuring a written approval from the Promoters in respect thereof. In the event of the Promoters granting such approval, the Purchaser(s) shall be required to procure from the intended transferee(s) such writings as stipulated by the Promoters to record that the intended transferee(s) shall make payments of all amounts due, and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the bye-laws, rules and regulations of the Society. Further, a copy of

the duly executed agreement recording such transfer shall be furnished to the Promoters within seven working days from the date of execution thereof.

26. COMMON AREAS AND COMMON AMENITIES AND FACILITIES

- (a) The Common Areas for the said Project shall mean the parts and portions of the Property/Towers having common areas and facilities earmarked for the common use and enjoyment of the owners/residents of the Residential Flat, except Limited Common Areas which are exclusive common area earmarked for specific flats in any specific Tower.
- i. The entire land for the said Project including area around the Towers
 - ii. Compound and compound lighting
 - iii. Lifts and Lift Lobbies
 - iv. Common Terraces (except Limited Common Area)
 - v. Common Staircases
 - vi. Servant Toilets
 - vii. Refuge Areas
 - viii. Common entrances and exits of Towers;
 - ix. Common Service Areas
 - x. Sewage Treatment Plant
 - xi. Society / Association Office/s
 - xii. The premises in which the sub-station and electric generator/s (if any) are lodged
 - xiii. The areas for installation of central services such as electricity, water, water tanks, water pumps, gas, ducts, sanitation, recycling areas and in general all apparatus and all installations, fittings and fixtures which may be provided for providing the common facilities
 - xiv. Underground and overhead tanks
 - xv. Security Cabins
 - xvi. Internal Roads, driveways and Ramps
 - xvii. Firefighting facilities and fire escapes
 - xviii. Backup DG Set Area
 - xix. all other portion of the said Project necessary or convenient for its maintenance, safety, etc., and in common use
 - xx. the common basements, parks, play areas, open parking areas.
- (b) The common amenities and facilities which are part of the Common Areas of the Project are as under: -
- i. Club House
 - ii. Walking and Jogging Track
 - iii. Drop Off Area
 - iv. Multi-Purpose play area
 - v. Multipurpose courtYoga-Meditation Zone
 - vi. Lawns
 - vii. Senior Citizen's Corner
 - viii. Kids Play Area
 - ix. Swimming Pool

- x. Kids Pool
 - xi. Areas for use and enjoyment of the above amenities
 - xii. Activity Centre
- (c) It is expressly agreed by and between the Parties hereunder, that all the Common Areas and the common amenities and facilities including the internal roads are intended for the use and benefit of all the purchasers, occupants and users of all the residential flats and other premises in the Layout, whether in the said Project and/or any other project on the said Property.
- (d) The Club House and the land appurtenant thereto, including but not limited to the Lawns and Kid's Play area shall always remain the property of the Promoter/s till the said Property is conveyed to the Association/Apex Body on the completion of the development of the entire said Layout including the said Property. The purchasers and other occupants shall abide by such rules and regulations for use of the Club House and other amenities and facilities as may from time to time be framed by the Promoters and/or the Association/Apex Body, as the case may be. However, the Promoters and/or Association/Apex Body shall be entitled to collect from the purchaser/s the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, amenities and facilities.
- (e) The Purchaser/s together with all other purchasers of residential flats and other premises in the Project and/or any other project on the said Property will not have any individual right in Common Areas, common amenities and facilities built or provided in the Project including on the said Property for the common use and enjoyment of the purchasers.
- (f) The Promoters shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Layout.
- (g) Notwithstanding anything herein contained the Promoters shall not be required to give possession of the said Flat to the Purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Promoters.
- (h) The Purchaser/s is/are aware that the Club House and the other facilities and amenities may not be available till the entire Layout is completed. For this reason, the Purchaser/s shall not be entitled to any compensation or reduction in the agreed Sale Consideration for the said Flat.

27. **CLUB HOUSE**

- (a) The Promoters intend to set up the Club House which, together with its assets and facilities, shall form part of the Common Areas of the Project and the Layout including any other project constructed on the said Land. The Promoters reserve the right to decide the amenities and facilities to be provided in the Club House.
- (b) The Promoters will construct a Club House ("Club House") on a portion of the said Property in addition to the common amenities and facilities ("Amenities"), which shall be constructed upon the said Property in the said Project. The usage of the Club House and Amenities shall be governed by the provisions made herein in Clause 28 of this Agreement.
- (c) It is expected that the Club House will become operational simultaneously with the completion of the Layout. It is understood by the Purchaser/s that non-operation of the Club or any of the facilities or amenities shall not be deemed as delay in handing over the possession of the said Flat and the

Purchaser/s shall take possession of the said Flat whenever the same is offered for possession by the Promoters in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the entire Layout the Purchaser/s shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the entire Layout.

28. CLUBHOUSE MEMBERSHIP

- (a) The Purchaser/s shall pay to the Promoters the sum of Rs. _____/- (Rupees _____ only) by way of development charges for the development of Club House (hereinafter referred to as "Club House Development Charges") plus applicable taxes thereon.
- (b) The Purchaser/s shall also pay to the Promoters the sum of Rs. _____/- (Rupees _____ only) towards Club House Corpus Fund Contribution (plus all applicable taxes, if any). The Club House Corpus Fund Contribution mentioned herein is non-refundable and is a one-time charge. The Promoters will pay over to the Association/Apex Body the said amount of Club House Corpus Fund Contribution received from the Purchaser/s to the Association/Apex Body, without any interest, at the time management of the Club House is handed over to the Association/Apex Body after completion of the Layout or earlier. The Association/Apex Body shall hold the said Club House Corpus Fund as corpus for the Club House.
- (c) The Purchaser/s shall pay annual subscription and applicable usage charges with applicable taxes thereon to the Promoters, as prescribed from time to time and also abide by rules and regulations framed by the Promoters or the Association/Apex Body or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Purchaser/s or occupiers of the residential flats in the Layout and is for the exclusive beneficial use of the Purchasers/occupiers of such residential flats only and no other person/s.
- (d) Bonafide guests of such purchasers/occupants may be permitted (if the management of the Club House so decides) to use the Club House along with them on such terms and conditions as the management of the Club House may decide from time to time.
- (e) The membership of the Club House shall be in the name of the Purchaser/s of the said Flat only (i.e. no corporate membership). However, if the owner of the said Flat is other than an individual, it will be required to nominate the occupier of the said Flat, who, while in occupation of the said Flat will be entitled to use the Club House.
- (f) The Purchaser/s understands and accepts that the membership of the Club House is an amenity and an integrated part of purchase of the said Flat. Its each member shall have the right of use the Club House and its facilities on observance of rules and regulations of the Club House. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of either the fixed or movable assets of the Club House.
- (g) The lessees/licensee of the purchaser/s of the residential flats within the Layout shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of the Clubhouse at the discretion of the Promoters or other management of the Club House.
- (h) The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The

Purchaser/s shall abide by these rules and regulations as amended from time to time.

- (i) The Club House will be managed, operated and maintained initially by the Maintenance Company till the formation of the Association/Apex Body. Once the Association/Apex Body is formed, the Club House will be managed by the Association/Apex Body. The operational costs/charges of the Club House will be included in the Maintenance Charges and be as determined from time to time by the Maintenance Company/ the Association/Apex Body, as the case may be.
- (j) The Annual Subscription for the Club House payable to the Promoters/Association/Apex Body will be fixed by the Promoters /Association/Apex Body having regard to the expenses incurred by them and it may be charged to the Purchaser/s of flats on equal basis or on the basis of the area of the flat, as may be decided by the Promoters or as decided by the Association/Apex Body after its charge is handed over to the Association/Apex Body.

29. FORMATION OF ASSOCIATION / MEMBERSHIP OF ASSOCIATION

- (a) The Purchaser/s are aware and acknowledge that the development of the residential Towers is a part of the said Layout and this Agreement is entered into by the Promoters and the Purchasers on the specific understanding that, it shall be at the discretion of the Promoters to decide the nature of the Association, whether to form a society or a company of which the purchasers of the premises in the Towers/Wings/Buildings shall become members or to submit the premises in the said Towers to the provisions of the Maharashtra Apartment Ownership Act, 1970. In the event the Promoters decide to submit the said Property and buildings constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Promoters shall make and register the necessary declaration for the same under that Act and shall execute individual Deeds of Apartment in favour of the purchasers of residential flats and other premises in the said Tower and accordingly a Deed of Apartment will be executed in favour of the Purchaser/s in respect of the said Flat as contemplated under that Act and the Purchaser/s shall join the execution thereof.
- (b) The Purchaser/s along with other purchaser/s of residential flats and other premises in the said Layout and/or on the said Land including the said Project shall join in forming and registering a Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Society or Limited Company and for becoming members, including the bye-laws of the proposed Society or Association or Memorandum of Association of such company and duly fill in, sign and return to the Promoters within 07 (seven) days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the said organization of such purchasers as contemplated under RERA. No objection shall be taken by the Purchaser/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, or any other competent authority as the case may be.
- (c) The Promoters at their own discretion may form a single Association or more than one Association in the Layout and/or in respect of the said Property. Provided however a separate Association shall be formed or the purchasers of residential flats shall be made members of an existing Association by the Promoters within three months from the date on which

51% (fifty one percent) of the total number of flats in a building have been booked by purchasers. Provided further that the management and affair of the Towers/Wings/Buildings shall be undertaken by such Association only after the administration of the Towers/Wings/Buildings is handed over to the Association.

- (d) If the Promoters choose to form more than one Association the Promoters shall form an Apex Body either as a federation of separate and independent co-operative housing societies or companies or any other legal entity or a holding company of separate and independent co-operative housing societies or companies or any other legal entities, by submitting 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 as per clause 18 (c) above. Such application shall be made within a period of three months from the date of the receipt of the occupation certificate of the last of the building which was to be constructed in the Layout.

30. **REPRESENTATIONS AND UNDERTAKINGS OF THE PROMOTERS.**

The Promoters hereby represent to the Purchaser(s) as follows:

- 30.1. The Promoter has clear and marketable title with respect to the Property as declared in the title report annexed to this Agreement;
- 30.2. The Promoters have obtained some of the approvals and shall obtain from time to time the balance approvals from the competent authorities to carry out the development of the Property;
- 30.3. There are no encumbrances upon the Property;
- 30.4. There are no litigations pending before any Court of law with respect to the Property. The Flat has not been encumbered by the Promoters;
- 30.5. All approvals, licenses and permits issued by the competent authorities with respect to the redevelopment of the Property 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 redevelopment of the Property shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the redevelopment of the Property;
- 30.6. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein may prejudicially be affected;
- 30.7. Except as disclosed in this Agreement, the Promoters have not entered into any agreement with any person or party with respect to the redevelopment of the Property which will, in any manner, affect the rights of Purchaser(s) to the Flat under this Agreement;
- 30.8. The Promoters confirm that except as disclosed in this Agreement, the Promoters are not restricted in any manner whatsoever from selling the Flat to the Purchaser(s) in the manner contemplated in this Agreement;
- 30.9. On completion of the project, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society;

- 30.10. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the project to the competent authorities;
- 30.11. After the Promoters execute this Agreement, they 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 Purchaser(s) in respect of the Flat.

31. PROMOTERS' RIGHTS OVER UNSOLD PREMISES.

- 31.1. The Promoters shall be at liberty to mortgage or otherwise create a charge on any of the unsold premises without any reference or recourse to the Purchaser(s) provided that the same does not in any way materially prejudice the rights of the Purchaser(s) in respect of the Flat.
- 31.2. The Purchaser(s) confirm(s) that the Promoters are entitled to carry out changes to any of the flats other than the Flat agreed to be sold to the Purchaser(s) (whether such changes are due to terms negotiated by the Promoters with other flat-purchasers, or due to change in plans by the Promoters at their discretion or due to such changes being required due to change in laws, policies or as required by the MCGM/ concerned authorities) including without limitation changes in layouts of flats, combining/ amalgamating two or more flats, changes in amenities/ fixtures, fittings etc.). The Purchaser(s) agree(s) that he/she/they do(es) not have any objection to such changes/ alterations and shall not raise any objection or obstruction in this regard.

32. REPRESENTATIONS AND UNDERTAKINGS OF THE PURCHASER. The Purchaser(s) for himself/ herself/ themselves with intention to bring all persons into whosoever hands the Flat may come, hereby represent(s), undertake(s), covenant(s) with the Promoters as follows:-

- 32.1. To maintain the Flat at the Purchaser(s)' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or deemed to have been taken, and shall not do or suffer to be done anything in or to the Towers/Wings/Buildings which may be against the rules, regulations or bye-laws, rules or regulations of the Society or local authorities, or change/alter or make addition in or to the New Building and/or the Flat itself or any part thereof without the consent of the Society and the local authorities;
- 32.2. Not to bring into or store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Towers/Wings/Buildings or so as to cause damage to the compound, lobbies, stairways, elevators or any other common areas of the Towers/Wings/Buildings, or the storing of which goods is objected to by the Society and/or by the concerned authorities- in case any damage, the Purchaser(s) shall be liable for the consequences of the breach;
- 32.3. To carry out at his/her/their own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Purchaser(s) and shall not do or suffer to be done anything in or to the New Building or the Flat which may be contrary to the rules and regulations and bye-laws of the Society and/or the concerned authorities. In the event of the Purchaser(s) committing

any act in contravention of the above provisions, the Purchaser(s) shall be responsible and liable for the consequences thereof;

- 32.4. 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 additions or alterations of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Towers/Wings/Buildings and shall keep the sewers, drains and pipes and electrical fittings/ pipes/ wires in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Towers/Wings/Buildings 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 Promoters and/or the Society and the local authorities. In case on account of any alterations being carried out by the Purchaser(s) in the Flat (whether such alterations are permitted by the Promoters/ Society / concerned authorities or not) there shall be any damage to the adjoining Premises or to the Flat situated below or above the Flat or to the common areas (inclusive of leakage of water and/or damage to drains) the Purchaser(s) shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same;
- 32.5. Not to do or permit to be done any act or thing which may render void or voidable insurance, if any, taken in respect of the Property/ New Building or any part thereof or whereby any increased premium shall become payable in respect of insurance, if any, taken in respect of the Towers/Wings/Buildings;
- 32.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and the Towers/Wings/Buildings;
- 32.7. Pay to the Promoters within fifteen days of demand by the Promoters, his/her/their share of security deposits/ amounts demanded by the concerned local authorities for granting water, electricity or any other service connections to the Towers/Wings/Buildings;
- 32.8. Bear and pay increase in local taxes, water charges, insurance and/or any other levies, if any, which are imposed by the concerned authorities, on account of change of user of the Flat by the Purchaser(s) for any purposes other than for purpose for which it is sold (without such payments being construed as absolving the Purchaser(s) of his/ her/ their obligation of not changing the user of the Flat or the consequences of such wrongful change of user);
- 32.9. The Purchaser(s) shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser(s) to the Promoters under this Agreement are fully paid up and the Purchaser(s) has/ have adhered to all terms and conditions of this Agreement and has obtained the prior written consent for the same from the Promoters;
- 32.10. The Purchaser(s) shall observe and perform all the rules and regulations of the Society including any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Property and the New Building and the Flat/ areas therein and for the observance and performance of the rules, regulations and bye-laws of the MCGM and all concerned authorities. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat and car-parking spaces and

shall pay and contribute regularly and punctually towards the taxes, expenses, all outgoings and dues in accordance with the terms of this Agreement;

- 32.11. The Purchaser(s) shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Towers/Wings/Buildings or any part thereof to view and examine the state and condition thereof;
- 32.12. The Purchaser(s) shall not to make any internal changes to the Flat that will be in deviation of the building plans sanctioned by the MCGM and/ or which may affect the Occupation Certificate issued by the MCGM or lead to any action being taken by the MCGM against the Society or the Promoters or other premises-owners, and any breach by the Purchaser(s) will make the Purchaser(s) liable for all costs and consequences including without limitation penalties/ damages/ reimbursement of costs, etc., which will be payable by the Purchaser(s) to the Promoters/ Society;
- 32.13. The Purchaser(s) shall not to change any grills/ railings provided by the Promoters, and shall not fix any external grills/ railings to any windows or in any manner alter the external elevation of the Towers/Wings/Buildings. The Purchaser(s) also agree(s) and undertake(s) that all outdoor units of air-conditioners shall be fixed only within the ducts provided. The Purchaser(s) agree(s) and undertake(s) not to enclose or misuse any chajjas;
- 32.14. The Purchaser(s) agree(s) not to change the colour of any balconies of the Flat or enclose any balconies;
- 32.15. The Purchaser(s) shall not raise any objection or cause any obstruction to any works being carried out by the Promoters to any of the unsold premises;
- 32.16. The Purchaser(s) hereby expressly agree(s) and that the Promoters are entitled to utilize any additional elevation features as may from time to time be permitted by the MCGM and accordingly alter the external elevation/ façade of the New Building, for which purpose the Promoters are entitled to amend/ revise the plans of the Building, for which the Purchaser(s) hereby grant(s) his/her/their consent (which consent shall be considered to be of the Purchaser(s) as contemplated by RERA);
- 32.17. Any interior works that the Purchaser(s) intend to carry out in the Flat and any shifting of furniture/ equipment will be done through proper agencies and with utmost caution so as not to cause any damage to the Flat or the premises/ areas next to/ above/ below the Flat, or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. In the event the Purchaser(s) desire(s) to affix/ change tiles, sanitary ware, or any other civil work, the Purchaser(s) shall first write to the Promoters giving complete details and the Purchaser(s) shall obtain the prior written permission of the Promoters and shall adhere to the rules issued by the Promoters. Notwithstanding the aforesaid, the Purchaser(s) shall not change or puncture any plumbing lines/ electric wires/cables;
- 32.18. Any damage caused to any premises below/ next to/ above the Flat or to any parts of the common areas/ utilities/ facilities or the rest of the Towers/Wings/Buildings or compound on account of any movement of material/ equipment to/from the Flat or on account of any work carried out therein shall be made good/ rectified by the Purchaser(s) at his/her/their costs and to the satisfaction of the Promoters;

- 32.19. As regards any equipment provided by the Promoters in the Flat, the Purchaser(s) shall ensure proper use and maintenance of the same and shall have annual maintenance contracts signed with the authorized agencies;
- 32.20. The Promoters are entitled to frame rules and regulations for the manner in which interior works shall be carried out by purchaser(s)/ Purchasers of premises in the Towers/Wings/Buildings. The Purchaser(s) shall be bound to comply with all such rules and regulations and agree(s) and undertake(s) to sign such rules so framed, without any demur, at the time of taking possession of the Flat or at any time thereafter as and when called upon by the Promoters.
- 32.21. The Purchaser(s) is(are) aware of various concessions, approvals granted to the Promoters at the time of construction of the New Building including the open space deficiency. The Purchaser(s) is(are) aware that the New Building is being constructed with deficient open spaces (which deficiency has been condoned by the MCGM). The Purchaser(s) undertake(s) not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the plot or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.
- 32.22. The Purchaser(s) shall not, under any circumstances, hold the Promoters and/or the MCGM liable for any inadequate maneuvering space (including inter alia the common areas/parking spaces) in the New Building.
- 32.23. The Purchaser(s) shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the Flat. The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of MCGM. The Purchaser(s) shall at all times co-operate with the Promoters/Society for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage.
- 32.24. The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Towers/Wings/Buildings and the name of the Towers/Wings/Buildings in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoters may deem fit and the Purchaser(s) either in their individual capacity or as members of the Society shall not object thereto.
- 32.25. The Purchaser(s) is(are) further made aware that the Promoters are engaged in the business of construction, development and redevelopment of immovable properties in and around Mumbai, and during the construction of the New Building and after completion thereof, the Promoters may desire to show the Towers/Wings/Buildings and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Promoters including inter alia occupants of building/s, which the Promoters are redeveloping or is proposing to redevelop and accordingly, the Promoters may arrange for site visits to the Property and the Towers/Wings/Buildings and may organize functions in the common areas like compound/s, terrace/s, lobby/ies podium, and other areas in the Towers/Wings/Buildings for such purposes and the Purchaser(s) either in their individual capacity or as members of the Society shall not object thereto.

33. **RESIDENT STATUS OF THE PURCHASER.** The Purchaser(s) represent(s) that he/she/they is/are Indian Citizen(s) and resident(s) of India as defined under all applicable Indian Laws. The Purchaser(s) represent(s) that the Purchaser(s) is/are not a foreign national(s) / foreign national(s) of Indian Origin (“PIO”)/ Non-Resident Indian(s) (“NRI”), and that the provisions of Foreign Exchange Management Act, 1999 (“FEMA”) or any other similar legislation do not apply to the Purchaser(s). In the event of applicability of FEMA to any payment / refund between the Purchaser(s) and the Promoters at any time (due to change of circumstances or otherwise), including due to the Purchaser(s) status as foreign nationals / foreign nationals of Indian Origin (“PIO”) / Non-Resident Indian; it shall be the responsibility of the Purchaser(s) to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from/ to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments including those relating to taxes, deposits, outgoings, etc., payable in relation to the Flat or under this Agreement. The Purchaser(s) indemnify and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Purchaser(s) in that regard.
34. **NOMINEE:**
- (i) The Purchaser/s hereby nominates _____ (“said Nominee”) as his/her/their nominee in respect of the said Flat. On the death of either or both the Purchaser/s, the Nominee shall assume all the obligations of the either or both the Purchaser/s, as the case may be, under this Agreement and in respect of the said Flat, 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 Promoter shall only recognize the Nominee or the nominee substituted by the Purchaser/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Flat, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Purchaser/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.
35. **ADVERTISING, MARKETING & LOGO(S) INSTALLED BY THE PROMOTERS.** The Promoters shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoters are permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoters may in their sole discretion deem fit on the said Property and on the façade, terrace, compound wall or other part of the buildings / towers / wings as may be developed from time to time. The Promoters shall also be entitled to place, select, decide hoarding/board sites. The Promoters are entitled to install their logo(s) and name in/upon one or more places on the exterior of the New Towers/Wings/Buildings or any other location on the Property and the Promoters shall have full, free and complete access to the same for the purpose of repairing, painting, altering or changing the logo and the Purchaser(s) shall not obstruct or object or change or remove the logo(s)/ name, so installed, under any circumstances.
36. **NO GRANT OF THE PROPERTY OR NEW BUILDING.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Property and Towers/Wings/Buildings or any part thereof. The Purchaser(s) shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking

spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the completion of the project and the handing over of the management to the Society.

37. **BINDING EFFECT.** Forwarding this Agreement to the Purchaser(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) until, firstly, the Purchaser(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as per this Agreement within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appear(s) for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) fail(s) to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or fail(s) to appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.
38. **ENTIRE AGREEMENT.** This Agreement, along with its schedules and annexures, and writings signed contemporaneously with this Agreement, if any, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the Flat. The Purchaser(s) agree(s) that this Agreement with any writings signed contemporaneously with this Agreement overrides the information, specifications, amenities, layout, pictures etc shown / contained in any brochure, advertisement or publicity material in respect of the project and the same cannot and shall not be relied upon in any manner. The Promoters shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specifications, etc as contained in any brochure, advertisement or publicity material. No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have accrued in favour of any person and / or Purchaser(s) from or by virtue of any brochure, advertisements, publicity materials, documents etc.
39. **RIGHT TO AMEND.** This Agreement may only be amended through written consent of the Parties.
40. **APPLICABILITY TO SUBSEQUENT TRANSFEREES.** It is clearly understood and agreed by and between the Parties hereto that all obligations arising hereunder in respect of the Flat and under this Agreement shall equally be applicable to and enforceable against any subsequent transferees of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
41. **METHOD OF CALCULATION OF PROPORTIONATE SHARE.** Wherever in this Agreement it is stipulated that the Purchaser(s) has/ have to make any payment, in common with other Purchasers in the project, the same shall be in proportion of the Total Carpet Area of the Flat to the total carpet area of all the flats in the Towers/Wings/Buildings.
42. **JOINT PURCHASERS.** In the event the Purchaser(s) is/are more than one, all communications shall be sent by the Promoters to the Purchaser(s) whose name appears first and at the address given by as per this Agreement, and which shall for all intents and purposes be considered as properly served on all the Purchaser(s).
43. **INDEMNITY.** The Purchaser(s) is(are) aware that only on the basis of and relying

on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoters have agreed to and is executing this Agreement and Purchaser(s) hereby agree/s to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser(s) being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Purchaser(s) and/or arising there from.

44. **STAMP DUTY AND REGISTRATION.** The stamp duty on this Agreement is being borne by the Promoters and Registration charges on this Agreement shall be borne by the Purchaser(s).

45. **MISCELLANEOUS.**

45.1. **Severability.** If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

45.2. **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.

45.3. **Place of Execution.** The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place which may be mutually agreed between the Promoters and the Purchaser(s). The Purchaser(s) and/or Promoters shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act and shall admit execution thereof.

45.4. **Notices.** All notices to be served on the Purchaser(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Promoters by Registered Post A.D and/or notified Email ID at their respective addresses specified below:

If to the Purchaser(s)-

E-mail address :

Postal Address :

If to the Promoters-

E-mail address : shreemhsg@gmail.com

Postal Address : 1107, ATL Corporate Park, Opp. L & T Gate No. 7,
Saki Vihar Road, Powai, Mumbai - 400 072

It shall be the duty of the Purchaser(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 and by e-mail failing which all communications and letters posted at the above addresses shall be deemed to have been received by the Promoters or the Purchaser(s), as the case may be.

- 45.5. **Notices.** All obligations of the Purchaser(s) and covenants made by the Purchaser(s) herein shall be deemed to be obligations and/or covenants, as the case may be, running with immovable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the Flat may come.
- 45.6. **Lien and Charge of the Promoter:** Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Purchaser(s) under the terms of this Agreement, have a first lien and charge on the Flat agreed to be purchased by the Purchaser(s) hereunder.
- 45.7. **Dispute Resolution.** Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the MAHA-RERA as per the provisions of RERA and the Rules and regulations thereunder.
- 45.8. **Governing Law.** That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.
- 45.9. **Permanent Account Numbers.** As required by Rule 114(b) of the Income Tax Rules, the Parties hereto declare that their Permanent Account Numbers are as mentioned below: -
- | | |
|------------------|--------------|
| The Promoters | : ABQFS5367K |
| The Purchaser(s) | : |
- 45.10. **Incorporation by Reference.** Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.
- 45.11. **Headings.** Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

(the said Property)

All that piece or parcel of land or ground being Sub-Divided Plot-B admeasuring 6926.10 sq. meters or thereabout forming part of Survey No. 17 (part), bearing CTS No. 4B of Village Paspoli, Taluka Kurla, in the Registration District of Mumbai Suburban District situate, lying and being at NITIE Post, Saki Vihar Road, Powai, Mumbai - 400 087 and bounded as follows that is to say:

- On or towards North : By Sub-Divided Plot-A of Survey No. 17 (pt), CTS No. 4 (pt), Survey No. 16 (pt) and CTS No. 26/1 (pt);
- On or towards South : By Sub-Divided Plot-A of Survey No. 17 (pt), CTS No. 4 (pt), Survey No. 16 (pt) and CTS No. 26/A (pt)
- On or towards East : By Sub-Divided Plot-A of Survey No. 17 (pt), CTS No. 4 (pt), Survey No. 16 (pt) and CTS No. 26/1 (pt) and
- On or towards West : By Pipeline

THE SECOND SCHEDULE ABOVE REFERRED TO

(Flat agreed to be sold to the Purchaser(s))

Flat No. _____ on the _____ Floor (counting from the top level of podium) in Tower/Wing/Building named as _____ of project known as "SHREE KRISHNA" being constructed on the property described in the First Schedule above written incidental thereto _____ car parking space.

As per the applicable provisions of RERA, the carpet area of the Flat (as per the definition of the term "carpet area" under Section 2 (k) of RERA) shall be _____ square feet carpet area equivalent to _____ square meters together with Balcony admeasuring _____ square feet carpet area equivalent to _____ square meters or thereabout.

THE THIRD SCHEDULE ABOVE REFERRED TO*(Schedule of Payment of the Sale Price as payable by the Purchaser/s)*

The Sale Price agreed to be paid by the Purchaser(s) to the Promoters in respect of the Flat is Rs. _____/- (Rupees _____ Only) and is agreed to be paid by the Purchaser(s) to the Promoters in the following agreed installments-

Rs. _____/- (Rupees _____ Only) being exceeding 10% of the total consideration) as earnest money.
Rs. _____/- (Rupees _____ Only) being equivalent to 20% of the aggregate consideration, after the execution of this agreement and against registration hereof.
Rs. _____/- (Rupees _____ Only) being equivalent to 15% of the aggregate consideration, on or before completion of plinth.
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 2nd Slab
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 4th Slab.
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 6th Slab.
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 8th Slab
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 10th Slab
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 12th Slab
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 14th Slab.
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 16th Slab.
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 18th Slab
Rs. _____/- (Rupees _____ Only) being equivalent to 2.5% of the aggregate consideration, on completion of 20th Slab
Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, on completion of the walls, internal plaster, flooring, doors and windows of the said apartment.
Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said apartment.
Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, on completion of the external plumbing & external plaster, elevation, terraces with waterproofing of the said building.
Rs. _____/- (Rupees _____ Only) being equivalent to 10% of the aggregate consideration, on completion of lifts, water pumps, electrical fittings, entrance lobby/s, Plinth Protection, Paving of areas appertain.
Rs. _____/- (Rupees _____ Only) being equivalent to 5% of the aggregate consideration, at time of possession.

The Promoters

The Purchaser(s)

Or
PART B

[Special Schedule of payment of the Sale Price as payable by the Purchaser/s on mutually agreed terms]

Sr. No	Event	Percentage	Amount
1	Booking+ (S)		
2	Within 45 days of booking (S)		
3	Installment (S)		
4	Installment -1 (S)		
5	Installment -2 (S)		
6	Installment -3 (S)		
7	Possession (S)		
TOTAL		100%	

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THE FOURTH SCHEDULE ABOVE REFERRED TO

(Deposits/ amounts payable by the Purchaser(s) along with the final Installment of the Sale Price, and utilization of the same by the Promoters)

A. DETAILS OF AMOUNTS PAYABLE BY THE PURCHASER-

A.i)	Rs.	(Rupees _____) as a non-refundable amount for share money, application, entrance fee of the Society;
A.ii)	Rs.	Society/organization/association formation Charges
A.iii)	Rs.	(Rupees _____ Only) as 12 months deposit (@ Rs._____-/- per square foot of Total Carpet Area per month) towards proportionate share of taxes, maintenance and other charges (exclusive of GST);
A.iv)	Rs.	(Rupees _____) Club Membership Charges.
A.v)	Rs	(Rupees _____) as contribution towards the corpus fund of club;
A.vi)	Rs.	Deposit towards water, electricity, and other utility and services connection charges
A.vii)	Rs.	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)
A.viii)	Rs.	Development Charges /betterment charges
	Rs._____-/-	TOTAL (_____ Only)

B. UTILIZATION BY THE PROMOTERS-

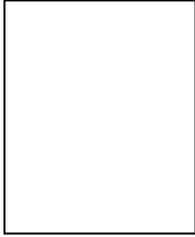
- i) The aforesaid amounts/ deposits shall not carry any interest.
- ii) The Promoters shall hand over to the Society the contribution towards share money, application, entrance fee of the Society mentioned hereinabove and the contribution towards corpus fund mentioned hereinabove
- iii) The Promoters shall utilize the sum mentioned in A.(iii) towards payment of Municipal taxes and other taxes, outgoings, maintenance charges and dues in the event of the Purchaser(s) making any default in the payment thereof regularly as agreed to herein by him. The Promoters shall hand over the amounts mentioned in A.(iii) or balance thereof to the Society/Organization/Association. In the event of any additional amount becoming payable, the Purchaser(s) shall forthwith on demand pay and deposit the difference to the Promoters.

The Promoters

The Purchaser(s)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SEAL AND HANDS ON THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED, SEALED AND DELIVERED
by the within-named "PROMOTERS"
M/S. SHREEM PROPERTIES
through their Partner
MR.

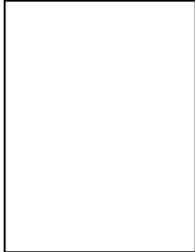


In the presence of

FOR M/S. SHREEM PROPERTIES

PARTNER

SIGNED, SEALED AND DELIVERED
By the within-named "PURCHASER/S"



In the presence of

Housiey.com

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

Dated this ____ day of _____ 2022

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

BETWEEN

M/S. SHREEM PROPERTIES
... PROMOTERS

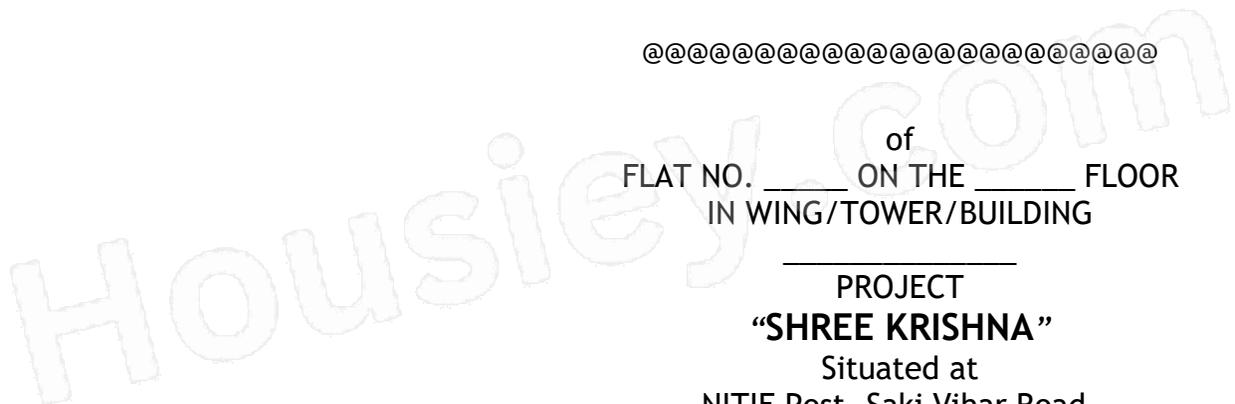
AND

... PURCHASER/S

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@

AGREEMENT FOR SALE

@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@@



of
FLAT NO. _____ ON THE _____ FLOOR
IN WING/TOWER/BUILDING

PROJECT
"SHREE KRISHNA"

Situated at
NITIE Post, Saki Vihar Road,
Powai, Mumbai - 400 087

LILANI SHYAM & CO.
ADVOCATES & SOLICITORS
Office No. 304, 3rd Floor,
Mangal Bhavna Building,
Junction of P.D. Hinduja Marg,
14th Road, Khar (W),
Mumbai - 400 052

The Promoters

The Purchaser(s)