

Cross refereneing and language standardization will be done at the time of finalization

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this ____ day of _____, 2024

BY AND BETWEEN

M/S. ADITYARAJ HOUSING LLP – PAN NO. ABSFA2241C, a LLP registered under the Indian LLP Act, 2008, having its principal place of business at **Shop No 7, Building No 53, Vidya Darshan CHS, opp Vidya Mandir High School, Tagore Nagar, Vikhroli East, project Mumbai – 400 083** represented by its Authorized Partners **Mr. Rohit Gul Vatiani** Holder of Income Tax Permanent Account No. **ADJPV9097Q**, as well as Holder of Unique Identification Authority of India AADHAR CARD NO. **7466 1718 9190**, Adult, Aged about **37** years,, Occupation Business, and Mr. _____, Holder of Income Tax Permanent Account No. _____, as well as Holder of Unique Identification Authority of India AADHAR CARD NO. _____, Adult, Aged about ____ years, Occupation Business, Indian Inhabitants of Mumbai, 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 partner or partners for the time being of the said firm, the survivor of survivors of them and the heirs, executors, administrators of the last surviving partner and his or their assigns) of the One Part.

And

_____ an adult/s, of Mumbai, Indian Inhabitant/s residing at _____ hereinafter referred to as the said "PURCHASER/S/ ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heir/s executor/s, administrator/s and permitted assign/s) of the OTHER PART;

OR

_____, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at _____, hereinafter referred to as the said "PURCHASER/S/ ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the OTHER PART;

OR

_____ a Partnership Firm registered under the Indian Partnership Act, 1932 having its Registered Office at _____, hereinafter referred to as the said "PURCHASER/S/ ALLOTTEE/S" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being, their successor/s and the heirs, executors, administrators of the last surviving partner) of the OTHER PART

OR

_____, a limited liability partnership duly incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at _____, hereinafter referred to as the said "PURCHASER/S/ ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being and from time to time of the said Firm, their successor/s and heirs, executors and administrators of the last surviving partner) of the OTHER PART.

The "Promoter/Transferor(s)" and "Purchaser(s)/Transferee(s)" are hereinafter collectively referred to as the "Parties" or individually as a "Party."

WHEREAS:

- A. Prior to December 1977, the Maharashtra Housing Board [formerly the Bombay Housing Board (B.H.B.)] a statutory body constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948) (hereinafter referred to as "the Board") was the owner of and/or well and sufficiently entitled to a large tract of lands situate at **Chembur (E), Mumbai**.
- B. The Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority, a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) ("said Act") having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai - 400 051 (hereinafter referred to "MHADA" or "Authority"), duly constituted with effect from the 5th December, 1977 under Government Notification No. ARD-1077 (1)/desk - 44, dated 5th December, 1977, of the Public Works and Housing Department, Government of Maharashtra, by operation of Section 15 of the said Act.
- C. Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of MHADA.
- D. The Board was, inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. 67 to 71 (Part), City Survey No. 826 (pt), admeasuring Lease area 1145.33 square meters along with any available tit bit land attached with the building initially constructed thereon being part of the Board's larger lands lying and being situated at **Building No. 13, Subhash Nagar, Chembur (East), Mumbai - 400 071**, and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said land") and Building No.13 was standing thereon consisting of 36 tenements (hereinafter referred to as "the said building").
- E. all the allottees of the Rooms of the Existing Building No. 13 known as "**Mandir Darshan CHS Ltd.,**" situated at Subhash Nagar, Chembur (East), Mumbai - 400 071, have formed and registered themselves as a Co-operative Housing Society Ltd. Named as "**Mandir Darshan CHS Ltd.,**" a Co-operative Housing Society registered under the provisions of Maharashtra Co-Operative Societies Act, 1960, bearing Registration No. **BOM / H.S.G. / 7838 / 1982** dated 15th April 1982, and having their registered office at **Building No. 13, Subhash Nagar, Chembur (East), Mumbai - 400 071**. (Hereinafter referred to as "the Society").

- F. All the Occupants of the said structure of the property were the members of the society, "**Mandir Darshan CHS Ltd.**", and same was being Used, Occupied and enjoyed by the said members of the property described hereinabove.
- G. by and under a Lease / an Agreement for Lease dated the **06th Jan 1993** made between Maharashtra Housing and Area Development Authority (MHADA), as the Lessor of the One Part and **Mandir Darshan CHS Ltd., (Society)** as the Lessee of the Other Part, the lessor agreed to grant unto the Lessee a lease in perpetuity/for a term of 99 years, commencing from 1st April 1980, in respect of a piece or parcel of leasehold land bearing Survey No. **67 to 71**, City Survey No. **826** situated at **Building No. 13, Subhash Nagar, Chembur (East), Mumbai – 400 071**, admeasuring **1145.33 sq. mtrs.** or thereabout more particularly described in first schedule hereunder written (hereinafter referred to as "the Project land") at a rent of **Rs. 432** per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for lease.
- H. By and under the Deed of Sale dated **06th Jan 1993**, made between Maharashtra Housing and Area Development Authority (MHADA) as the Vendor of the One Part and "**Mandir Darshan CHS Ltd.,**" as the Purchaser(s) of the Other Part, the said demolished building No.13, consisting of Ground + 2 floors with **36** tenements constructed on the said land was sold and conveyed by MHADA to the Society for the consideration and on the terms and conditions set out therein and the names of Tenants of **36** tenements in the said building being **36** Society members, were listed in Schedule II thereto.
- I. Accordingly, **Mandir Darshan CHS Ltd.,** (hereinafter referred to as "**the Society**") became the lessee of the said land bearing Survey No. **67 to 71**, City Survey No. **826** at **Building No 13, Subhash Nagar, Chembur (East), Mumbai – 400 071** and the owner of the building No. **13** standing thereon and **36** tenements in the said building were allotted to the then members of the Society (the said Land together with the said building are hereinafter collectively referred to as the "**said Property**").
- J. the said existing building is constructed before 60 years and the said building during the passage of time became old, dilapidated and dangerous condition and it is not possible or feasible to carry out any repairing and/or renovation. The said existing building/standing structure is beyond repairs and maintenance and is required to be demolished and in place a new building to be constructed. Thereafter considering all the factors, facts, matters and situation of the said existing constructed building as well as the issue of all the society members and/or shareholders, they have come to the conclusion that it is advisable to reconstruct the said existing building and accordingly the said Society with the consent and concurrence of all its members/shareholders are desirous of carrying out redevelopment and reconstruction of the said building through the experience promoters/Promoters by obtaining all the requisite permission and approvals of MHADA and other authority concerned and thereby they have invited offers for redevelopment of the said Property.

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- K. After negotiations, meetings and discussions held by and between the Society and Promoter, the Society, in pursuance of the resolutions passed at the Special General Body Meeting of the members of the Society appointed the Promoter as Promoter for redevelopment of the said Property and thereafter the said Promoter accepted their appointment as Promoters for carrying out redevelopment of the said

Property by demolition of the said building and construction of new building on the said land on the terms and conditions contained therein.

- L. By and under the Development Agreement dated 18th July 2023, Receipt No KRL-5/15322/2023 executed between the M/s. Adityaraj Housing LLP, therein referred to as Promoter/Promoter of the one part and "Mandir Darshan CHS Ltd.," therein referred to as "the Society" of the Second and 36 Members of the said society, therein referred to as "the Confirming Party/Society Members" of the Third Part" registered with Sub Registrar, Kurla 1 Under Sr. No. KRL 5 - 15322 - 2023 (hereinafter referred to as "the Development Agreement") and Power of Attorney dated 18th July 2023 in favour of the Promoter and its partners, which is registered with Sub Registrar, Kurla-1 under Sr. No. KRL - 15321- 2023 (Hereinafter referred to as the Power of Attorney" the Society has granted to the Promoter/Promoter herein the development rights to the piece or parcel of Leasehold land lying and being at Building No. 13, Subhash Nagar, Chembur (East), Mumbai – 400 071 in the registration sub-district of Kurla admeasuring 1145.33 sq. mtrs., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the Project Land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney.

AND WHEREAS due to some revised terms and conditions in commercial, which has been mutually agreed between the parties to the Development Agreement, recorded in and under supplementary development agreement dated 28 August 2023, executed between the Mandir Darshan C.H.S. Ltd.," therein referred to as of "the Society" of the one part and "M/s. Adityaraj Housing LLP, therein referred to as Promoter/Promoter" of the Second part registered with Sub Registrar, Kurla 5 Under Sr. No. KRL 5 - 18354 - 2023 (hereinafter referred to as "the Supplementary Development Agreement"). The Said Development Agreement shall read together with the Supplementary Development Agreement

- M. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above;
- N. The Society being a Lessee is in possession of the project land.
- O. The Promoter has proposed to construct on the project land having stilt/Mechanical Stack Parking/Tower Parking, Ground Floor having Shops and 16th floors in Two wing Building (A wing having 6 flats per floor & B wing having 6 flats per floor).
- P. As set out in the Development Agreement, the Promoter shall allot 36 Flats each admeasuring 560 sq. ft. Rera Carpet Area in the new building to be constructed on the said land to the members of the Society named in Schedule II thereto and the Promoter is free to sell the remaining Flats along with parking areas in the said new building (hereinafter referred to as "Promoter Allocated Area") by utilizing maximum permissible floor space index (FSI) including fungible/additional FSI and/or by loading Transferrable Development Rights (TDR) for construction of the new building on the said land.
- Q. Accordingly, in pursuance of the Development Agreement, the Promoter herein viz. M/s. Adityaraj

Housing LLP has development rights in the said Property on the terms and conditions contained in the Development Agreement.

- R. Pursuant to the Development Agreement, the Promoter has obtained from MHADA the Intimation of Approval (IOA) bearing No. **MH / EE / BP Cell / GM / MHADA - 29/ 1211/2022 Dated 14th Dec 2022**, Commencement Certificate (CC) bearing No. **MB / REE /NOC/ F-1309/2753/2022/CC/1/New dated 18th Nov 2022** for redevelopment of the said building and construction of new building on the said land upto the **Plinth level**. A copy each of IOA, CC is annexed hereto and marked as **Annexure "C" and "D"** respectively.
- S. The Promoter has entered into standard agreement with an Architect Registered with the Council of Architect viz. **Space Moulders ("Architect")**, an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of the Property including preparation of the layout and construction plans of the new building and such Agreement is as per the Agreement Prescribed by the Council of Architects:
- T. the promoter has registered the project under the provisions of the Real Estate Regulatory Authority with the Maharashtra Real Estate Regulatory Authority (Maha RERA) vide registration No. _____, authenticated copy is attached in **Annexure "G"**.
- (MCGM Assessment Number / SAC NO - _____)
- U. The promoter has appointed a structural Engineer viz. **Mr. Vikas Gokhale of M/s Associated Consultants ("Structural Engineer")** for the preparation of structural design and drawings of the new buildings and the promoter accepts the professional Supervision of the Architect and the structural engineer till the completion of the building(s), subject to the reservation of rights and authority by the Promoter to change the Architect and/or Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the new building.
- V. By virtue of the development agreement/Power of Attorney the Promoter has sole and exclusive rights to sell the Apartments/Flats/Units in the said building/s to be constructed by the promoter on the project land and to enter into Agreement/s with the Purchaser/s of the said Apartments to receive the sale consideration in respect thereof.
- W. On demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. Space Moulders** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- X. There are no litigations pending before any court of law with respect to the said Property, except those disclosed in the Title Certificate dated [•], in respect of the said Property (which is annexed hereto and marked as "Annexure A"), and, on the webpage of the Project on the website of the Maharashtra Real Estate Regulatory Authority (MahaRera website) .
- Y. The authenticated copies of the plans of the layout as approved by [•] have been annexed hereto and marked as Annexure [•].

- Z. the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure "F".
- AA. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- BB. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- CC. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans and specification sanctioned by MHADA/MCGM and the construction of the **Plinth Working**.
- DD. The Purchaser(s) being desirous of purchasing an apartment in the new building and accordingly he/she/they have applied to the Promoter for allotment of an Apartment No. ____ on ____ floor, ____ wing situated in the building No. 13 being constructed of the said Project. The Purchaser(s) has carried out independent search and satisfied himself/herself regarding the marketable title and rights and authorities of the Promoter herein to develop the said Property and being so satisfied, has offered to purchase and the Promoter has agreed to sell to the Purchaser(s), the Residential Apartment bearing No. _____, on the ____ Floor, ____ wing of the new building called **Mandir Darshan CHS Ltd.** (Project name - _____) (hereinafter referred to as the said "Building"), which forms part of the promoter Allocated Area and is more particularly described in the Second Schedule hereunder written, forming (hereinafter referred to as the "Apartment/Flat/Unit").
- EE. The carpet area of the said Apartment is **52.02** square meters and "Rera carpet area" **560 sq. ft.** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.
- FF. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

On demand from the Purchaser, the Promoter has given to the Allottee/s of the documents recited in this Agreement, / the aforesaid Title Certificate relating to the said Property and the plans, designs and specifications prepared by the Promoter's architect, and such other documents as are specified under the said Act, rules thereunder, which the Allottee/s hereby confirm. The Allottee/s has / have also examined the documents and information uploaded on MahaRera website as required under the Act and rules

under the Act and have understood the documents and information in all respects. The Allottee/s accept/s the title / entitlement of the Promoter to the said Property and the Promoter's right to develop the said Property and right to sell the premises and agrees not to raise any objections or requisitions pertaining to the same.

GG. The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other purchaser/s of the other apartment/s forming part of the Promoter Allocated Area in the new building.

HH. Under Section 13 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Promoter is required to execute the written Agreement for sale of the Apartment with the Purchaser, being these presents and to present the same for registration under the provisions of Indian Registration Act, 1908.

II. The Purchaser being fully satisfied in respect of the rights / entitlement of the Promoter to develop the said Property has applied for allotment of Flat No [*] on the [*] floor of [*] ("Apartment"), with full notice of the terms, conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained.

JJ. The Purchaser on going through and accepting all the conditions of sanctioned plans and other sanctions/approvals, has agreed to purchase the said Apartment for the consideration and on the terms and conditions herein contained. All such conditions shall be binding on the Purchaser.

KK. Prior to the execution of these presents the Purchaser/s has paid to the Promoter a sum of Rs. _____/- (_____), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

LL. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai no. _____;

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

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

1. RECITALS

It is agreed that the Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim.

2. PROMOTER TO CONSTRUCT THE BUILDING AND PURCHASER TO PURCHASE THE APARTMENT

1.1 The Promoter shall under normal conditions construct the new building proposed to be named as "Mandir Darshan CHS Ltd.," (hereinafter referred to as the "Building"), or such other name as the Promoter in its

sole discretion may decide, on the said land, more particularly described in the **First Schedule** hereunder written, consisting of **ground/Parking Stilt/Tower Parking/Part Mechanical Stack Parking + Part Commercial and First and Second Floor as Half commercial and upto 16 residential floor** having residential apartments, on the project land forming part of the said Property in accordance with the plans, designs and specifications approved/to be approved by MHADA and/or other concerned local authorities from time to time and as amended from time to time as the MCGM / MHADA or the Promoter may deem fit and the Purchaser hereby consents to the same. The Promoter shall, however, be entitled to make any variations, alterations or amendments in the said plans or specifications and /or layout plans if decided by the Promoter or if required to be made for the purpose of meeting any requisition objection or requirement of the MHADA and/or the concerned local authorities. The Purchaser shall not object to the aforesaid amendments or alterations and hereby grants irrevocable consent to the same.

Provided that the promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Apartment of the purchaser/s except any alteration or addition required by any government authorities or due to change in law.

- 1.2 I) The Purchaser/s hereby agrees to purchase from the Promoter and the promoter hereby agrees to sell to the Purchaser/s Apartment of BHK bearing Flat no. of RERA carpet area admeasuring sq. ft. on floor, wing in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures "F" for the consideration of Rs. /- (Rupees) Out of which Rs. /- (Rupees) has been paid by the purchaser.

II) The Purchaser hereby confirms and agrees that since he /she/ they have not been allotted any car parking space under Stilt/Mechanical Stack/Tower Car parking spaces of the new building, he / she/ they will not claim any parking slot until and unless it is specifically allotted to him / them in writing.

- 1.3 The Purchaser/s has paid on or before execution of this agreement a sum of Rs. /- (Rupees Only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. /- (Rupees only) in the following manner: -

The Purchaser has paid/agreed to pay to the Promoter the Total Price in the following manner as per payment schedule plus GST @ 5% as per the schedule

On Booking	10%	0	0	0
On Execution of Agreement	20%	0	0	0
On Completion of Plinth	15%	0	0	0
On Completion of 1st Slab	2%	0	0	0
On Completion of 2nd Slab	2%	0	0	0
On Completion of 3rd Slab	1.50%	0	0	0
On Completion of 4th Slab	1.50%	0	0	0
On Completion of 5th Slab	1.50%	0	0	0
On Completion of 6th Slab	1.50%	0	0	0
On Completion of 7th Slab	1.50%	0	0	0
On Completion of 8th Slab	1.50%	0	0	0
On Completion of 9th Slab	1.50%	0	0	0
On Completion of 10th Slab	1.50%	0	0	0
On Completion of 11th Slab	1.50%	0	0	0

On Completion of 12th Slab	1.50%	0	0	0
On Completion of 13th Slab	1.50%	0	0	0
On Completion of 14th Slab	1.50%	0	0	0
On Completion of 15th Slab	1%	0	0	0
On Completion of 16th Slab	1%	0	0	0
On Completion of 17th Slab	1%	0	0	0
On Completion of Walls, Internal wall Plaster, Flooring	5%	0	0	0
On Commencement of Internal Plumbing and External Plaster, Elevation Work	5%	0	0	0
On Completion of Windows/Doors, Staircase, RCC ducts	5%	0	0	0
On Commencement of Lifts, Electrical Fittings.	5%	0	0	0
Water Pumps, Electricals Fittings, Entrance Lobby, Plinth Protection, Paving	5%	0	0	0
On Possession	5%	0	0	0
TOTAL	100%	0	0	0

1.4 The Promoter hereby clarifies and the Allottee agrees and confirms that the Promoter shall not be bound to follow the chronological order of construction and completion of any construction stages / milestones as mentioned hereinabove and the Promoter shall be at liberty to choose the chronology of the respective stages of construction. The Allottee agrees that the Promoter may merge or consolidate two or more construction stages / milestones / installments at its discretion by simultaneously executing the work in the said construction / milestone / installment payment stage.

1.5 The purchase consideration shall be paid by the Allottee in the name of _____ maintained with _____ Bank till further instructions from the Promoter.

1.6 The Purchaser agrees that the amount payable on possession shall be payable by the Purchaser before handover of possession of the Apartment or on receipt of Occupation Certificate from Authorities.

1.6.1 It is expressly agreed by the Parties hereto that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source ("TDS") under the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making any payment of any consideration amount (as defined and applicable under the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, including any amendments thereto), to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon the Allottee/s submitting in a timely manner to the Promoter (against acknowledgment), the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on the Income Tax Department website for this purpose.

1.6.2

1.5 The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement, time being the essence of the contract. The Promoter shall forward to the Purchaser, at the address given by the Purchaser in this Agreement, intimation recording the Promoter having commenced the particular stage of the work. The Purchaser shall be bound to pay the amount of the installments due within 15 days from the date of demand i.e. the Promoter dispatching such intimation by email, post or through Courier Service at the address of

the Purchaser as given in this Agreement.

- 1.6 The Total Price above excludes all Taxes such as Goods and Services Tax (GST), cess or any other similar taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of the Building and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].
- 1.7 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 1.9 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the RERA carpet area beyond 3%/within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the RERA carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 (i) of this Agreement.
- 1.10 The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her/the, under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Notwithstanding any terms and/or instructions for appropriation/s which the Allottee/s may specify at the time of payment, the Promoter will be entitled, at its sole discretion, to appropriate all payments received from the Allottee/s, first towards the interest and/or taxes / statutory charges payable / reimbursable (if any) and then towards the principal amount payable. The Promoter will also have a charge on the said Premises for all amount/s (including interest thereon) which become due and payable to the Promoter by the Allottee/s (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid / reimbursed to the Promoter by the Allottee/s. The Allottee/s expressly agree to the above and undertakes not to object to the same.

The Allottee/s hereby accords/grants his/her/their irrevocable consent to the Promoter to securitize, the Purchase Consideration and/or part thereof and/or the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee/s, the Purchase Consideration or part thereof hereunder. The Allottee/s agrees and undertakes, upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Purchase Consideration or part thereof and/or the amounts payable hereunder. The Promoter covenants that the payment of such Purchase Consideration or part thereof duly made in accordance with the terms hereof by the Allottee/s to the bank/financial institutions, shall be a valid payment of the Purchase Consideration or part thereof and discharge of the

Allottee/s obligations hereunder with regard to such payment.

3. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 The Purchaser shall accept and observe all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the apartment is situated.
- 2.3 It is an essential and integral term and condition of this Agreement and of the title to be created under this Agreement by the Promoter in favour of the Purchaser in respect of the said premises, that
- i. Only after the entire Total Purchase Consideration and all the amounts due and payable by the Purchaser under this Agreement are received by the Promoter from the Purchaser, the Purchaser shall be entitled to the possession of the said premises (as provided in **Clause ---below**).
 - ii. If the Purchaser commits default and/or fails to pay any of the instalments of the balance Total Purchase Consideration (as specified in **sub-clause ____above**) to the Promoter, the Purchaser shall be treated as having committed a default in paying the agreed Total Purchase Consideration. It is clarified that payment/s received vide cheque/s by the Promoter will be considered to be paid to the Promoter only on the realisation/s thereof.
 - iii. If the Purchaser commits/has committed (a) 3 (Three) defaults of payment of instalment/s on the due date and/or (b) default in payment on the due date of the final instalment as aforesaid or of any amount/s due and payable by the Purchaser to the Promoter under this Agreement (including all deposits and the proportionate share of taxes levied by the concerned local authority and other outgoings) (time being of the essence) and if the default continues in spite of 15 (fifteen) days prior written notice sent by the Promoter to the Purchaser, by Registered Post A.D. or email at the address provided by the Purchaser, the Promoter shall be at liberty to terminate this

Agreement, in which event, inter alia, a sum equivalent to 10 % (Ten percent) of the Total Purchase Consideration shall stand adjusted/ forfeited (out of the instalments of the Total Purchase Consideration till then paid by the Purchaser to the Promoter) towards liquidated damages. In the event of the Promoter terminating this Agreement, the Promoter shall, latest within 30 (thirty) days of such termination, refund to the Purchaser the balance instalments of the Total Purchase Consideration (i.e. after adjustment/ forfeiture of 10 % (Ten percent) as aforesaid) which may have till then been paid by the Purchaser to the Promoter (but without any further amount by way of interest or otherwise) and after deducting all amounts due and payable by the Purchaser under the provisions of this Agreement (which shall include the amount/s specified in **sub-clause 8.5 above**), if any, which are payable/ reimbursable by the Purchaser to the Promoter. The parties to this Agreement shall execute and register a Deed of Cancellation of this Agreement simultaneously with the aforesaid refund payment. On the Promoter terminating this Agreement under this Clause and paying the refund as aforesaid, the Promoter shall be entitled and at liberty to transfer and dispose off the said premises to any other person as the Promoter deems fit, at such price and on such terms as the Promoter may determine and the Purchaser shall have no right/claim of any nature whatsoever relating to the said premises or against the Promoter.

- iv. Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser shall be liable to and shall pay to the Promoter interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% (Two percent)) per annum on all amounts that become due and payable by the Purchaser under this Agreement from the date the said amount is payable by the Purchaser to the Promoter till the date of actual payment. Notwithstanding any terms and/or instructions for appropriation/s which the Purchaser may specify at the time of payment, the Promoter will be entitled, at its discretion, to appropriate all payments received from the Purchaser first towards the interest and/or taxes/statutory charges payable/reimbursable (if any) by the Purchaser (as per the provisions of this Agreement) and then towards the principal amount payable. The Promoter will also have a charge on the said premises for all amount/s (including interest thereon) which become due and payable to the Promoter by the Purchaser (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid to the Promoter.

for completing the Premises, offering possession after receiving OC in respect thereof and handing over the [Apartment] to the Purchaser/s and the common areas to the association of the Purchaser/ss after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1.3 Herein above. ("Payment Plan").

4. FLOOR SPACE INDEX

- 3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the said project land plot is 3.00 and Promoter has planned to utilize Floor Space Index of Prorata F.S.I, V P Quota F.S.I. Fungible F.S.I. etc. is 3.00 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5. INTEREST IN CASE OF DELAY

- 5.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Promoter.
- 5.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement and forfeit the advance payment or earnest money deposit or application fee as described in Allotment Letter as the pre-determined liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which

may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Promoter, subject to the Purchasers signing the Cancellation Agreement and admitting execution thereof before the Sub-Registrar concerned. PROVIDED THAT if the Purchaser fails to execute the Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar, The partners of the Promoter shall be entitled to act as attorney of the Purchaser for signing such Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar. On termination of this Agreement by service of notice by the Promoter, save as aforesaid, the Purchaser shall have no rights whatsoever under this Agreement.

- 1.1. On the Purchaser committing three (3) defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter Promoter under this Agreement (including the Purchaser's share of Maintenance Amount, Other Charges and Taxes as mentioned hereinabove) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter Promoter shall be entitled at its own option to terminate this Agreement.
- 1.2. Provided always that, the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter Promoter unless and until the Promoter Promoter shall have given to the Purchaser fifteen (15) days prior notice in writing at the address provided by the Purchaser of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of instalments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of fifteen (15) days as provided in such cure notice. It is hereby clarified that, this Agreement shall be deemed to be terminated upon expiry of the termination notice of fifteen (15) days. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter Promoter or against the Premises or under this Agreement except for refund of the Total Consideration paid by the Purchaser till such termination after deducting therefrom (i) Liquidated Damages, (ii) any interest on delayed payments, (iii) brokerage paid by the Promoter Promoter at actuals towards the sale of the Premises, and (iv) cost of any white good/s, commodity, gift or facility provided free of cost, as an by way of promotional activity to the Purchaser (collectively referred to as the "Recovery Amounts"). In the event, the Promoter Promoter is unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoter Promoter shall be entitled to recover such shortfall separately from the Purchaser as an independent claim.
- 1.3. Provided further that, the Promoter Promoter shall not be liable to refund to the Purchaser any Taxes and Other Charges paid by the Purchaser under this Agreement. It is hereby clarified that, such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Promoter Promoter to the Purchaser only out of the sale proceeds arising out of the re-allotment / sale of the Premises to a third party. The Promoter Promoter shall be refunding the said amount to the Purchaser within thirty (30) days from the date of receipt of intimation from the Promoter Promoter that it has re-sold/re-allotted the Premises to a third party provided the Purchaser executes a Deed of Cancellation in respect of the Premises with the Promoters and hands over originals of all the documents executed in respect of the Premises including the Agreement for Sale, to the Promoter Promoter. The Promoter Promoter shall be entitled to re-sell/allot the Premises to a third party, from the date of the termination of this Agreement for Sale, without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter Promoter shall be refund of the aforesaid amounts as stated in Clause 10.2 hereinabove.
- 1.4. In the event, the Promoter Promoter informs the Purchaser that they are unable to undertake the Project due to force majeure events and/or any reason/s beyond the Promoters' control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Purchaser decides to cancel/terminate this Agreement, then the Promoter Promoter shall be liable to refund all amounts received from the Purchaser till then (excluding the Taxes deposited with the government and the stamp duty and registration charges paid on this Agreement) within thirty (30) days from the date of termination of the Agreement provided the Purchaser executes a Deed of Cancellation in respect of

the Premises with the Promoters and hands over of originals of all the documents executed in respect of the Premises including the Agreement for Sale to the Promoter Promoter. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Promoters, in respect of the Premises or arising out of this Agreement except refund of the aforesaid amounts from the Promoter Promoter and the Promoter Promoter shall be at liberty to sell the Premises and allot as an exclusive amenity of Car Parking Space/s attached to the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter Promoter may deem fit and proper at their sole discretion.

- 1.5. It is hereby agreed between the Parties hereto that, receipt of the aforementioned refund either under Clause 10.2 or Clause 10.4 above, as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoter Promoter towards such refund and the liability of the Promoter Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Promoter Promoter or against the Premises. The Promoter Promoter shall be entitled to re-sell/allot the Premises to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter Promoter shall be refund of the aforesaid amounts as stated in Clause 10.2 or Clause 10.4 hereinabove,
- 1.6. If the Purchaser in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter Promoter under this Agreement, seeks a loan from the Purchaser's Lender against the security of the Premises subject to the consent and approval of the Promoter Promoter, then in the event of (a) the Purchaser committing a default of the payment of the instalments of the consideration amount as mentioned herein, and (b) the Promoter Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Purchaser's Lender and resale of the Premises by the Promoter Promoter stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Purchaser's Lender, the Purchaser shall be (subject to what is stated in Clause 10.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter Promoter towards the Premises excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the instalments of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Purchaser has applied for the loan to the Purchaser's Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.
- 1.7. All the rights and/or remedies of the Promoters including aforesaid rights and remedies of the Promoters are cumulative and without prejudice to one another.

6. COMMON AMENITIES ETC.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Building and the Apartment are set out in the Annexure "H". Hereunder written. However, the Promoter shall be entitled to change such amenities, fixtures and fittings etc. at any time during the construction of the new building.

7. POSSESSION

- 7.1 The Promoter shall give possession of the Apartment to the Allottee on or before **31st December 2027**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

7.3 POSSESSION OF THE FLAT

7.3.1 Procedure for taking possession:-

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.3.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.4 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per **clause 8.1**, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in **clause 8.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7. USE OF THE APARTMENT

7.1. The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever. Provided that, any owner/s or occupier/s of any residential apartment in the building / wing shall not use, the Apartment/s, for any commercial purpose/use or for any

illegal or immoral purpose.

- 7.2. The Purchaser shall use the parking space, if it has been allotted to him, only for purpose of keeping or parking his personal light vehicle.
- 7.3. After delivery of possession of the Apartment by the Promoter to the Purchasers in terms of these presents, the Purchaser, for whatsoever reason desires to grant the use of the Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter and after handover of the Building to the Society, prior written consent of the Society shall be required to be obtained by the Purchaser and copy of such leave and license agreement/instrument shall be deposited by the Purchaser with the Promoter or the Society, as the case may be, and further the Purchaser herein/owner shall ensure that such licensee(s) obtains requisite permission/clearance from the concerned police station in writing as to the use of the Apartment along with the details of the persons who intend to reside / use the Apartment.

8. MEMBERSHIP OF SOCIETY

- 8.1 The Purchaser is aware that, this is a redevelopment Project and that the Co-operative Housing Society by the name "Mandir Darshan CHS Ltd.," has already been formed and registered on 15th April 1982. The Purchaser therefore, along with the existing Members and other Purchaser/s of Apartments in the building shall join as a Member of the said Society and sign and execute the application for membership and the other papers and documents for becoming a member as may be required by the Society. The Promoter shall if necessary become member of the said Society in respect of their right and benefits conferred /reserved herein in respect of unsold Apartments or otherwise. If the Promoter transfers, assigns and disposes of such rights and benefits at any time to anybody, the purchasers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such purchasers as members of the said society. The Purchaser shall sign and execute all applications, forms, declarations, bye-laws and other documents as may be required by the Society and shall also pay admission / membership fees and any other charges / contribution/corpus as may be directed by the Society.
- 8.2 The Promoter reserves to itself, the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and the common right of ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or un laden, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to the building provided no hardship/inconvenience occurred to the members of the Society and other flat purchasers while using and enjoying their respective flats with the common amenities as agreed.
- 8.3. The Promoter will have a right to install or have installed their logo in/upon one or more places in the said property and the Promoter reserve to themselves full, free and complete right of way and means of access to such places/s at all times for the purpose of repairing, painting, altering or changing the logo at their own

costs till the Building is handed over to the Society.

- 8.4. Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Building is handed over to the Society, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and the Promoter shall not be liable to provide any account thereof to the Purchaser and/or the Society.
- 8.5. The amount so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter till maintenance of the building in which Apartment is situated is handed over to the Society. On handing over the charge of the building to the Society, after deducting therefrom all the expenses including those mentioned above, the surplus, if any, shall be handed over, without interest, by the Promoter to the Society and any deficit amount shall be recovered from the Purchaser without being liable for rendering any account thereof to the purchasers and/or the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the purchasers in the Building commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other purchasers and/or the members of the Society.

9. OTHER PAYMENTS

The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- (i) Rs. _____/- for share money, other share of corpus contribution fixed by the Society, application entrance fee of the Society.
- (ii) Rs. _____/- for formation and registration of the Society.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society such as insurance, common lights, repairs and salaries of clerks, watchman, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said property and the said buildings of Society/s Rs. _____/- for a period of 6 Months, Further extended if required. (Monthly contribution will be calculated on Rs. ____/- per carpet area).
- (v) Any other charges payable as per society's Rules and Regulations and Resolutions passed in the AGM/EGM by majority of the member.

10. STAMP DUTY AND REGISTRATION

The Purchaser shall be liable to pay the stamp duty, registration charges.

11. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:

11.1. It is a condition of this Agreement and the Purchaser hereby agrees that at the time of taking possession of the Apartment, the Purchaser shall be required to pay to the Promoter and hereby covenants to pay to the Promoter the Total Price and other charges/deposits as aforesaid and that unless all such amounts are paid by the Purchaser to the Promoter, the Purchaser shall not be entitled to demand or acquire possession of the Apartment and the Promoter shall not be bound or required to hand over to the Purchaser possession of the Apartment and the Purchaser shall not have the right to use or occupy the Apartment or any of the common amenities, areas and facilities appurtenant thereto.

For any amount remaining unpaid by the Purchaser under this Agreement, the Promoter shall have first lien and charge on the Apartment agreed to be allotted/sold to the Purchaser in terms of these presents.

11.2. In the event of termination of this Agreement for any reason, the Purchaser herein shall be, solely and absolutely, responsible to repay any housing loan availed by him/her/them from any bank/financial institution/company/lender and shall be entitled to get the refund of amounts paid subject to deductions as aforesaid, only upon receipt of no dues certificate from the bank/financial institution/company/lender. Notwithstanding what is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the installments of the Total Price as and when due under the terms of this Agreement and the Purchaser shall promptly and duly pay the same on the respective due dates irrespective of the fact that the Purchaser has applied for loan to any bank/financial institution/company/lender and irrespective of the fact that such loan is under process and/or sanction or awaited/rejected.

12. PAYMENT OF STATUTORY TAXES, CESSSES ETC:

12.1. It is agreed between the parties hereto that, the Purchaser herein shall bear and pay such Taxes on or about execution of these present or as and when such Taxes become payable from time to time for the sale transaction hereunder, to the Promoter herein to enable the Promoter to deposit/pay the same to the Government Authorities.

12.2. If at any time, after execution of this agreement any existing tax is increased under respective statutes by the State and/or Central Government and/or any additional/new taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is/are levied or recovered or become payable under any statute/rule/regulation, notification or order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the Apartment or on this agreement or the transaction hereunder, the same shall be exclusively paid/borne by the Purchaser. The Purchaser hereby indemnifies and agrees to keep the Promoter fully indemnified from all such taxes, levies, costs and consequences.

12.3. From the date of the possession or Occupation Certificate, whichever is earlier, in respect of the Apartment, the Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Apartment and proportionate

maintenance charges in respect of the building and expenses for common facilities such as common electricity meter, water pump/s expenses for elevator etc. in respect of the Property to the respective authorities and/or to the Society. But it is specifically agreed between the Parties hereto that, the Promoter shall not be responsible/liable to pay or share the aforesaid expenses in respect of unsold premises/apartments situated in the Building to be constructed on the said Property.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allotted as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title certificate annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Purchaser/s in the manner contemplated in this Agreement;
- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates,

charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- X. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Society in respect of the project land and/or the Project except those disclosed in the title report.

14. COVENANTS OF THE PURCHASER

The Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the apartment and also for the building in which the Apartment is situated:-

- i. To maintain the Apartment at the Purchaser/s/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for residential purposes and shall use the Car Parking Space/s if allotted for the purpose of parking the Purchaser's own vehicle. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose for which the same is allotted.
- ii. Not to store in the Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- iv. Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the Apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members in the Apartment.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. As per MCGM norms the dry and wet garbage shall be separated and wet garbage generated in the building shall be treated separately on the same plot by the residents, occupants and new flat purchasers of the apartments in the new building
- viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/s for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, sell, transfer, assign or part with the Apartment or Purchaser's rights or interest under this agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Promoter and/or the Society, as the case may be, and obtained written consent for the same.
- xi. The Purchaser shall observe and perform all the rules and regulations which the Society has adopted or may adopt in future and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Property and building which is to be constructed thereon and apartments therein and for the observance and performance of the

building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies.

- xii. The Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Society, regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.
- xiii. The Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment and the Property and building or any part thereof to view and examine the state and condition thereof and/or to carry out any works in the Apartment or other parts of the Building.
- xiv. That only the said Apartment is agreed to be sold hereunder and at no time the Purchaser shall demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Purchaser that his such interest in the said Apartment is importable.
- xv. The Purchaser hereby expressly agrees and covenants with the Promoter that in the event of all Floors of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Promoter offering license to enter upon the said Apartment to the Purchaser earlier than completion of all the floors and wings on the said property then and in that event the Purchaser has no objection to the Promoter completing the construction of the balance Floor/s or building on the said property without any interference or objection by the Purchaser. The Purchaser further confirms that he shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either by themselves or through their nominee, construct and complete the said floor or floors or wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society as hereinbefore mentioned.

- xvi. It is agreed that until the date the Promoter Promoter offers possession of the Premises to the Purchaser and the Promoter Promoter receives the Total Consideration, Maintenance Amount, Other Charges and the Taxes (as mentioned herein) from the Purchaser, ("Lock-in Period"), the Purchaser shall not be entitled to assign/transfer, by whatsoever manner, the benefits/liabilities under this Agreement in favour of any third person/party save and except the same is done through the Promoter Promoter (with a view to maintain price parity for the Project). The Purchaser

acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser agrees to abide by the same. In the event, the Purchaser assigns/transfers its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Promoter Promoter shall be entitled to terminate this Agreement and the consequences of termination as set out in Clause 10 hereinabove shall follow.

- xvii. The Purchaser is aware that the marketing collaterals provided by the Promoter Promoter to the Purchaser in respect of the Project contained materials / pictorial depictions are in the nature of artist's impressions. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.

15. SPECIAL COVENANTS AS TO THE ALTERATION AND SCHEME

- 15.1. The Purchaser shall not make or allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. by the members in the Apartment and no request for providing or shifting of walls, toilets etc. in the Apartment shall be entertained.
- 15.2. The Promoter herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and/or to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser shall observe that, outlet of rain water / water of adjacent terraces / sit-outs / roofs shall always have proper flow and shall not obstruct the uninterrupted flow of water in any manner. The Purchaser herein specifically undertakes to abide aforesaid conditions and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the apartment to the Purchaser herein, subject to the terms and condition of this Agreement.
- 15.3. In the Building the Promoter herein are providing amenities / material / plant and equipment in common facilities like elevator, electric room, tower parking etc. and which has to be operated / used by the persons in the Building with adequate knowledge and due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the Building to the Society and the Society shall set its own norms for use of common amenities in order to avoid damages due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter and/or its partners shall and will not be responsible in any manner whatsoever under any circumstances.

16. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES:

As the available parking spaces in the new building may not be sufficient for allotment to all the purchasers, to avoid the disputes between apartment holders about parking spaces, the Promoter herein shall be entitled to

allot the available parking spaces under stilt, tower parking and within open areas and such allotment by the promoter shall be binding on all the purchasers of apartments in the said new building.

17. THE PROMOTER'S RIGHT TO DEAL WITH THE TERRACES ETC.

As per Development Control Rules applicable to the Building to be constructed on the Property, the Promoter herein is required to pay the premium to the sanctioning authority / local authority for obtaining sanction for terraces and other area of the buildings and considering these aspects, the Promoter has paid premium amount. The Purchaser herein by executing this Agreement has given his/her irrevocable consent for the same and the exclusive right of the Promoter to deal with same. It is hereby agreed that the areas mentioned in the Third Schedule hereunder written under head "Common Amenities" only shall be the common facilities and the Promoter shall be entitled to declare all other common areas in the Building as restricted or reserved areas and facilities or alienate and dispose of such other areas and facilities in such manner as the Promoter thinks fit.

18. THE PROMOTER'S RIGHT TO PROVIDE WITH A REFUGE AREA

The Promoter herein is required to provide with Refuge area as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Purchaser has been informed that as per the condition that may be imposed by the Chief Fire Officer B.M.C., the occupants of the Building are required to do the following acts, deeds and things and/or required to observe the following: -

Entrance door to the Refuge Area shall bear a signboard painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY"

- (i) Adequate drinking water facilities shall be provided in the Refuge Area.
- (ii) Adequate emergency lighting facility connected to the staircase, corridor lighting circuits shall be provided in the Refuge Area.

The Promoter or the Society, as the case may be, shall comply with the above requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Mumbai Fire Brigade and further modifications made thereto, from time to time.

19. SPECIFIC COVENANTS

The Parties hereto hereby specifically covenant with each other as under:

- a) The relation between Promoter and the Purchaser herein for the transaction in respect of the Apartment is of seller and buyer respectively and the Promoter has agreed to sell the Apartment for the sale consideration on the terms and conditions set forth in this Agreement.
- b) The Purchaser herein admits and agrees to always admit that, after delivery of possession of the Apartment by the Promoter to the Purchaser herein, it will always be presumed that the Promoter has discharged and performed all their obligations including those under RERA.
- c) At the time of taking possession, the Purchaser shall inspect the Apartment and execute such other documents such as Possession Letter, Indemnity, Declaration, Undertaking, etc., as might be required by the Promoter.

- d) The Purchaser is hereby prohibited from raising any objection in the matter of sale of flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Property, as well as in amenity space and allotment of exclusive right to use terrace/s, car parking spaces, tower parking or any others space/s whether constructed or not and called under whatever name, etc. on the ground of nuisance, annoyance or inconvenience, for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose, the Purchaser by executing these presents has given his/her irrevocable consent and for this reason a separate consent for the same is not required.
- e) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of any right or interest in the Property on which the building is to be constructed or any part thereof except the apartment. The Purchaser shall have no claim save and except in respect of the apartment hereby agreed to be sold and all rights of ownership in all open spaces, parking spaces, lobbies, staircases, terraces etc. will remain the property of the Promoter until the new building is handed over to the Society.
- f) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- g) All the power, authorities and rights of the Society and/or buyers of the apartments /units in the buildings, shall always be subject to the Promoter's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use un allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment holder in the building or the Society shall have no right to demand any amount from the Promoter, in respect of the flats / apartments in the building to be constructed on the Property, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- h) The Promoter and/or their nominees or assigns shall also be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the said property or building including the terrace wall, parapet walls, dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings till the time of handover of the said property along with the building and other amenities to the Society. The Promoters and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the terrace of the Building with all necessary permissions, sanctions from the competent authorities for the same and with proper precautions and care till handover of the said property along with building and other amenities to the Society and to appropriate the entire income or consideration in respect thereof for themselves.
- i) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other agreements in respect of the other apartments which shall continue to subsist until all the payments

in respect of all the apartments in the building forming part of the Promoted Allocated Area are received by the Promoter.

- j) The Promoter herein has neither undertaken any responsibility nor agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement and this agreement shall supersede any such prior writings or communications.
- k) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any apartment, has been allotted by the Promoter to the Purchaser of any apartment in the building, then such respective buyer and occupier of the such apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective apartment buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use the terrace, sit out, passages, open space, parking space etc., if any, along with the apartment.
- l)
- m) The Promoter herein by spending huge amount in providing specifications in the Apartment and for the buildings under construction on the Property, hence Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and considering this aspect and to have the safety measures in place, the Purchaser shall not make or change all these amenities otherwise guarantee / warranty thereof may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load etc. may get damaged/affected and neither the Purchaser nor occupier of the Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or make any structural changes or in any manner increase the electrical load in the Apartment because wires will not take additional load and such an act will be amount to material breach of condition of this Agreement. Similarly, after completion of the Building and handover to the society, the society will have absolute authority to expel the member of the Apartment and dispose of such apartment in market by following due process of law. This condition is the essence of contract and the Purchaser herein undertakes to abide the same.
- n) The Promoter herein by spending huge amount has intended to make external elevation for the building under construction on the Property and to have the such external look for long, the Promoter herein has specifically informed the Purchaser that any buyer of any apartment in the building shall and will not be entitled to chisel any external walls and / or have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not be seen on external elevation. The Purchaser herein undertakes to abide by this condition and if any owner or occupier of any apartment in the

building commits breach of this condition then, the Promoter as well as the society and its office bearers shall have absolute right and authority to close such openings, if any, and recover the cost incurred for the same with interest from such purchaser and/or occupier of the apartment.

- o) The Promoter herein has specifically informed the Purchaser that the guarantee for plaster of paris work, water proofing and anti-termite treatment in the Building shall stand automatically extinguished if any purchaser or occupier of apartment in the building/wing chisel or damage the aforesaid works in any manner. Considering this aspect, the Purchaser herein undertakes not to chisel/damage any such work in any manner, which may affect or lead to cancellation of the aforesaid guarantee or warranty.
- q) It is expressly agreed that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any portion of the said land and/or building. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and the Promoter have right to use and enjoy/use/allot at all times the facilities like all compulsory open spaces, parking spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipments, storm water drainage, common areas and facilities, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, water pipe line, pump rooms auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office room, stilt in the compound, lift machine room and all such amenities/facilities that may be provided by the Promoter until the said structure of the building is handed over to the Society.
- r) Purchaser is aware that due to planning constraints, there are limited parking spaces and he / she has not been allotted any parking spaces.

20. NAME OF THE SCHEME AND BUILDINGS / WINGS

The Promoter may name the said Building to be constructed "Mandir Darshan CHS Ltd.," or such other name as the Promoter in its sole discretion may decide and the building will be denoted by such letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter at the entrances of the building and on outer vertical walls and on terraces. The Purchaser or other apartment holders in the building/s or the Society are not entitled to change the aforesaid Building name and/or remove or alter Promoter's name board in any circumstances.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Promoter shall be entitled to raise loan and mortgage the Promoter Allocated Area However, After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 who has taken or agreed to take such Flat.].

22. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the 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.

23. ENTIRE AGREEMENT

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

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/SUBSEQUENT PURCHASER/S

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

26. NOC Required for resale

The Purchaser/s/Subsequent purchaser/s of flat has to seek NOC from the builder/Promoter while re-selling his flat till the O.C is granted.

27. SEVERABILITY

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

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

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

29. 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and registration at the office of the Sub-Registrar by admission of execution by the Parties. The Purchaser/s, after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai. The Purchaser and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Indian Registration Act

The Purchaser/s and/or Promoter shall present this at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

31. SERVICE OF NOTICES:

That all notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser : _____
Mail ID : _____
Contact Number : _____
Residential Address : _____
Name of Promoter : _____
Office Address : _____

Notified Email ID : _____

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

32. JOINT PURCHASER/S

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

33. INTEREST

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoter, such interest rate as may be prescribed under the Act on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date, the said amount is payable by the Purchaser to the Promoter until the date all such outstanding amount is received by the Promoter.

34. TERMINATION OF AGREEMENT

- 33.1 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, taxes and/or other outgoings, the Promoter shall, at their discretion and option, be entitled to terminate this Agreement.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser at the address and e-mail id provided by the Purchaser, of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. In such an event, the Promoter through any of its partners shall be entitled to act as attorney of the Purchaser for the purpose of execution and registration of the requisite cancellation agreement and the Purchaser shall not be entitled to raise any objection in that regard.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, after deducting 10% (ten percent) of the total sale consideration as predetermined liquidated damages and the loss, if any, the Promoter may suffer on resell of the Apartment to any other Purchaser.

- 33.2. For the purpose aforesaid, the Purchaser hereby appoints the Promoter and its partners as attorney(s) of the Purchaser to inter alia execute and present for registration the Cancellation Agreement or any other deed,

document and writing signifying cancellation and termination of this Agreement in such form and manner as the Promoter may deem fit in its sole discretion and thereupon the Purchaser shall have no rights or interest left in the Apartment or any other claim hereunder save and except refund of the amounts paid by the Purchaser after deducting 10% of the total sale consideration and taxes the loss, if any, the Promoter may suffer on resell of the Apartment to any other Purchaser PROVIDED HOWEVER THAT the Purchaser shall have no claim in the profit, if any, realized by the Promoter on reselling the Apartment at higher price..

- 33.3. It is specifically agreed between the Parties hereto that, if the transaction in respect of the Apartment between the Promoter and Purchaser herein is terminated as stated in sub-para (a) and (b) hereinabove written, then all the instruments and writings under whatsoever head executed between the parties hereto or between the Promoter and Purchaser herein shall stand automatically cancelled and the Purchaser shall have no right, title, interest or claim against the Promoter.
- 33.4. Notwithstanding any of the above clauses, in the event the Promoter is unable to give possession of the Apartment on the due date, for any reason whatsoever, the Purchaser will be entitled to terminate this Agreement and on such termination by the Purchaser, the Promoter shall within 60 (sixty) days of such termination refund the entire amount received less taxes from the Purchaser under this Agreement with interest as specified in the Rules.

34. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

35. 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 Mumbai courts will have the jurisdiction for this Agreement.

36. MEANING OF WORDS IN THE AGREEMENT

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

37. MISCELLANEOUS:

- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, layout display plan, model of the Building, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.

38. EFFECT OF LAWS:

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

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**FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE PROPERTY**

All that piece and parcel of the land bearing Survey No. 67 to 71 City Survey No. 826 admeasuring 1145.33 sq. mtrs. or thereabouts of Mandir Darshan CHS Ltd., lying, being and situate at Building No. 13, Subhash Nagar, Chembur (East), Mumbai – 400 071 in the Registration Sub-District of Kurla, Mumbai Suburban District, and bounded as follows:

On or towards the North	:	Building No 07
On or towards the South	:	40'-0" wide road
On or towards the East	:	Bldg. No. 14
On or towards the West	:	Bldg. No. 12

**SECOND SCHEDULE ABOVE REFERRED TO
DETAILS OF THE APARTMENT**

Residential Apartment being Flat No. _____ having Rera carpet area admeasuring _____ sq. ft. Situated on the _____th floor, _____ wing of the Building to be named as "Mandir Darshan CHS Ltd.," Project Name "_____" under construction on the land more particularly described in the First Schedule hereinabove written.

IN WITNESS WHERE OF Parties Herein Above Named Have Set Their Respective Hands and Signed This Agreement for Sale at Mumbai In The Presence Of Attesting Witness, Signing As Such On The Day First Above Written.

SIGNED AND DELIVERED BY THE PROMOTER

Within named M/s. Adityaraj Housing LLP

Through its Partners

Mr. Rajkumar Gyanchand Khushalani

Mr. _____

in the presence of WITNESSES:

1. Name :

2. Name :

SIGNED AND DELIVERED by the

PURCHASER within named:

Mr. _____

in the presence of WITNESSES:

1. Name :

2. Name :

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RECEIPT

For sale / allotment of Residential Apartment Being Flat no. _____ situated on ____th Floor in the wing __ of the building no. ____ to be named as "Mandir Darshan CHS Ltd." under construction on the land more particularly described in the First Schedule hereinabove written. RECEIVED from the within named Mr. _____, a sum of Rs. _____/- (Inclusive of GST) (Rupees _____ only), being the Part consideration amount paid by her to us till date.

WE SAY RECEIVED

Rs. _____/- (Against Flat Cost)

Rs. _____/- (Against G.S.T.)

Rs. _____/- (Total Received)

For M/s. ADITYARAJ HOUSING LLP

Partner/Authorized Signatory

Witnesses:

1.

2.

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Declaration

We Mr. _____ aged about ____ years and aged about ____ years presently residing at _____.

do hereby confirm and submit as follows:-

1. We, have booked a Flat No. _____ on the ____ floor, ____ wing at "Mandir Darshan CHS Ltd.", Building No. 13, Subhash Nagar, Chembur (East), Mumbai – 400 071. Survey No. 67 to 71, City Survey No. 826 .
2. The total consideration amount of the said Flat is Rs. _____/- (Rupees _____ only).
3. Advance / part payment in respect of the said Flat so far paid by me / us to the Promoter is Rs. _____/- (Rupees _____ - Only).
4. Balance payment due is Rs. _____/- (Rupees _____), and the same will be paid as per the clause 1 of the sale agreement (Payment schedule attached herewith), as per payment schedule as shown in the sale agreement, we will arrange the funds from our own sources OR Bank Loan, if we fail to arrange the funds within 30 days, then the Promoter will be at the liberty to cancel the registered sale agreement and subsequently the Promoter can sell the flat to any other buyer, for which We will not have any objection and we will accept the refund of the amounts

whatever till date paid by us after deduction 10% of the agreement value and if any deficit/ shortfall then we will pay that shortfall amount to the Promoter.

5. I am aware that this affidavit will be attached to Sale Agreement before registration.

Solemnly affirmed at Mumbai.

Thisday of2024

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