

DRAFT COPY OF AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this ____ Day of _____ 2022 BETWEEN **SHREEJEE BUILDCON**, a registered partnership firm registered under the Indian Partnership Act, 1932, having its office at **B-201, Kailash Residency, Near Ambaji Dham Mandir, M G Road, Mulund (West), Mumbai - 400 080**, through its authorized partner **(1) Mr. Haresh Dhirajlal Bhanushali**, hereinafter called "**THE DEVELOPER'S/PROMOTER'S**" (Which expression shall unless repugnant to the context or meaning thereof mean and include partners for the time being constituting the said firm , Survivors or Survivor of them and the heirs ,executors ,administrators and assigns of the last surviving partner) of the ONE PART

AND

(1) _____, Aged about ____ years and **(2)** _____, aged about ____ years, both Indian inhabitants, residing at _____, hereinafter called "**THE PURCHASER/S**" (Which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS in conformity with Deed of Conveyance dated 5th December, 1978 and registered with Sub-Registrar of Assurances, Bombay, under Serial No. S-286 of 1979, **THE ANAND DEEP CO-OPERATIVE HOUSING SOCIETY LTD**, a Co-operative Housing Society formed and registered under Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/ HSG/4576/ of 1975 (hereinafter referred to as "the said Anand Deep Society") is absolutely seized and possessed of **all that piece or parcel of land admeasuring 842.5 sq. Mts. as per Property Card (836.12 sq. mts. as per the said Deed of**

Conveyance dated 5th December, 1978) bearing Plot No. 1003 (Part), Survey No. 1000, City Survey No.910(Part) of Village Mulund (West) with the said building and garages standing thereon known as “Anand Deep” situated at Dr. Rajendra Prasad Road, Mulund (West), Mumbai 400 080, in the then Registration Sub-District of Bandra of Registration District Bombay Suburban and more particularly described in the **first Schedule hereunder written (the said Plot of land with the said building and garages is hereinafter referred to as “the said **First property**”) .**

AND WHEREAS the said building consists of ground plus 3 upper floors and there are 16 residential flats and 2 garages in the said building (hereinafter for brevity's sake referred to as “the said building”). The said residential flats are occupied and held by the members of the Society on ownership basis.

AND WHEREAS the said building was constructed in the year 1973 and the same is now in dilapidated condition and it is not possible to repair the said building due to cost factors. The Society therefore in its Special General Body meeting held on 11-09-2014 decided to reconstruct the said building and to re-develop the said First property as per the rules applicable in that behalf.

AND WHEREAS the Society had invited offers from various Developer/Promoter and pursuant to the negotiations and on perusal of various offers, the Second Confirming Party have unanimously resolved to develop the said First property more particularly described in the First schedule hereunder written through **SHREEJEE BUILDCON**, the Developer/Promoter herein by Resolution dated 11-04-2015 passed at its Special General Body Meeting.

AND WHEREAS by Development Agreement dated 18-03-2016, registered at the office of Sub-Registrar of Assurances at Kurla bearing Registration No. KRL1/2943/2016, the said Anand Deep Society, have granted the development rights of the said First property in favour of **SHREEJEE BUILDCON**, the Developer/Promoter herein, for the consideration and upon the terms and conditions mentioned therein.

AND WHEREAS in pursuant to the said Development Agreement dated 18-03-2016, the said Anand Deep Society, have also executed a Power of Attorney dated 18-03-2016 duly registered with the office of sub-registrar of assurance bearing registration No. KRL1/2944/2016 granting absolute power in favour of the Developer/Promoter herein, as regard to redevelopment of the said First property.

AND WHEREAS by virtue of the said Certificate of Entitlement executed and registered a unilateral Deed of Conveyance bearing serial No. 4573 with the Registrar of Assurances on 22nd May, 2013, Shanti Niketan Co-operative Housing Society Ltd., a Co-operative Housing Society formed and registered under Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/T/6314 of 1984, dated 7th March, 1984; (hereinafter referred to as “**the said Shanti Niketan Society**”) became the owner of and/or seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring approx. 545 square meters bearing CTS No. 909 (old plot No. 1026,) of Village Mulund West, Taluka Kurla in the Registration District of Mumbai Suburban District and the Building standing thereon viz. Shanti Niketan and is more particularly described in the **Second Schedule** hereunder written. (Hereinafter referred to as “**the said Second Property**”).

AND WHEREAS by a Development Agreement dated 3rd September 2013, (“Previous Development Agreement”) read with Deed of Rectification dated 20th December, 2014, registered with the Sub-Registrar of

Assurances at Kurla No.1 under Serial No. KRL-1/12028/2014 dated 20th December, 2014, executed by and between the Shanti Niketan Society and **M/S. CHETNA GLOBAL BUILDERS & DEVELOPERS** (hereinafter referred to as “the said Erstwhile Developer”) and registered with the Sub-Registrar of Assurances under Serial No. KRL-1/7989/2013 dated 7th September 2013 read with the said Deed of Rectification dated 20-12-2014, the said Shanti Niketan Society had granted development rights to carry out re-development of the said Second Property, for the consideration and on the terms and conditions recorded therein.

AND WHEREAS the Society had also executed Power of Attorney dated 03rd September 2013 (“**Previous Power of Attorney**”) in favour of partners of the said Erstwhile Developer, to do and perform various acts, deed things and matters for development of the said Second Property.

The said Erstwhile Developer however failed to commence construction and/or act in pursuance of the said Previous Development Agreement. However, the said Erstwhile Developer informed that the development of the said Shanti Niketan Society as an independent project was not feasible, due to the prevailing laws, and therefore suggested to the said Shanti Niketan Society that the redevelopment project shall be viable only when the Plot is amalgamated with the adjoining plots and jointly developed.

AND WHEREAS all terms and conditions of the said Previous Development Agreement dated 3rd September 2013 are valid, subsisting and binding.

AND WHEREAS accordingly, the said Shanti Niketan Society and its members, with the confirmation of the said Erstwhile Developer, agreed to appoint **SHREEJEE BUILDCON**, the Developer/Promoter herein to develop the said Second Property, with the previous agreed

offer. The Developer/Promoter herein with the confirmation of the said Erstwhile Developer herein have agreed to develop the said Second property more particularly described in the Second schedule hereunder written.

The Developer/Promoter herein informed the said Shanti Niketan Society that in view of the guidelines number TPS/1813/3067/CR-122/MCORP/12UD-13 dated 16th November 2016 ("Guidelines") issued by MCGM there has to be an access of road of at least 9.15 meters width leading to the said Second Property and since the width of the access road leading to the said Second Property is less than 9.15 meters, so no development is feasible without amalgamation of the Plot with the adjoining plot(s) having access of minimum 9.15 meters on the final amalgamated plot. Therefore, Developer/Promoter proposed amalgamation of plot of said Shanti Niketan Society and the said Anand Deep Society and constructing two buildings after Re-development accommodating all existing members of both societies along with Developer/Promoter's free sale area from both societies (the proposed amalgamated plot of the said Shanti Niketan Society and the said Anand deep Society shall hereinafter be referred to as "Proposed Amalgamated Plot"). The proposed amalgamation of plots as mentioned hereinabove shall hereinafter be referred to as the "Scheme of Amalgamation" or whatsoever scheme as per DCR 1991 or DCPR 2034.

AND WHEREAS by **Deed of Assignment - Cum - Development** dated 09-05-2019, registered in the office of sub-registrar of Assurances at Kurla, under Sr. No. KRL4/5532/2019, with the confirmation of the said Anand Deep Society, the said Shanti Niketan Society, its Flat owners and the said Erstwhile Developer have assigned development rights in respect of the said Second Property to **SHREEJEE BUILDCON**, represented through its authorized partner (1) MR. HARESH DHIRAJLAL BHANUSHALI, the Developer/Promoter herein.

AND WHEREAS the said Erstwhile Developer and the said Shanti Niketan Society through its office bearers also executed General Power of Attorney dated 09-05-2019, registered in the office of the Sub-Registrar of assurances at Kurla under Sr. No. KRL4/5533/2019 and delegated various powers to the said Developer/Promoter in herein in respect of the said Second property.

AND WHEREAS the Developer/Promoter arrived at settlement with the members of the said both Societies and obtained their respective consent for development of the said first and Second property by demolishing the existing old buildings, standing thereon.

AND WHEREAS the said Developer/Promoter amalgamated the said First and Second Property (hereinafter for sake of brevity the said First and Second Property collectively referred to as “**the said Project Land**”) together for collective redevelopment of the said Project Land under the development project known as “**THE NEW ANAND DEEP CHS LTD**”.

AND WHEREAS, meanwhile the said Anand Deep Co-operative Housing Society Ltd and Shanti Niketan Co-operative Housing Society Ltd applied to the Registrar of Co-operative Societies for amalgamation and the Registrar in exercise of his powers under the Maharashtra Co-operative Societies Act, 1960 and Rule 16(6) of the Maharashtra Co-operative Societies Rules, 1961 has cancelled the registration of both the Societies and has registered a new society viz., The New Anand Deep Co-operative Housing Society Limited (hereinafter referred to as “the said Society”) under No. MUM/WT/HSG/TC/10930 of 2019 on 03-10-2019 and consequently all the assets and liabilities of both the dissolved Societies have vested in the said Society. The copy of the registration of the said Society is annexed herewith and marked as **Annexure- “E”**

AND WHEREAS the Developer/Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Developer/Promoter has proposed to construct on the project land 2 buildings having 2 Wings i.e A Wing comprising of (Commercial + Residential Premises) and B Wing comprising of Residential Premises.

AND WHEREAS the plans of the new buildings to be constructed on the said **Project Land** are approved by the Slum Rehabilitation Authority and IOA bearing No. SRA/ENG/T/PVT/0120/20220208 Dated: - 12-09-2022 for Building No. 1 and SRA/ENG/T/PVT/0120/20220208 Dated: - 12-09-2022 for Building No. 2 has been obtained. (Copies whereof is annexed hereto and marked as **ANNEXURE "B"**).

AND WHEREAS as a result of the said Agreements, the Developer/Promoter is entitled and enjoined upon to construct building/s on the said **Project Land** in accordance with the rules and regulations of the concerned authorities.

AND WHEREAS the Developer/Promoter intends to construct on the said Project Land, two multistoried buildings with a view to allot residential/commercial premises to all the existing members and sell the remaining components thereof in the open market. (Hereinafter referred to as "**The Said Building** ").

AND WHEREAS the Developer/Promoter alone have the exclusive rights to sell the Premises in the said buildings to be erected in the said **Project Land** and to enter into Agreements with the purchaser/s of the Premises and to receive the sale price in respect thereof.

AND WHEREAS the Developer/Promoter have entered into a standard agreement with their Architect **Ace Consultants**, who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Developer/Promoter accepted the professional supervision of the Architect and the Structural Engineer till completion of the buildings.

AND WHEREAS by virtue of the above referred documents, the Developer/Promoter alone have the exclusive rights to allot premises to all members of the Society and further sell the Premises in the said building to be erected into the said **Project Land** and to enter in to Agreements with the prospective Purchasers of the premises and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser/s demanded from the Developer/Promoter and the Developer/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said **Project Land**, the said Development Agreements, approved plans, designs and specifications prepared by the Developer/Promoter Architects and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, sale, management and transfer) Act, 1963 read with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the rules made thereunder.

AND WHEREAS copies of the P.R. Card, Revenue Records showing nature of title of the said **Project Land** on which the building/s are to be constructed, Copy of IOA, the copies of Certificate of Title issued by the Advocate of the Developer/Promoter, and Copies of approved plans of the Premises agreed to be purchased by the Purchaser/s and approved by the concerned municipal authorities have been annexed hereto and marked as **Annexure "A", "B" "C" and "D"** respectively.

AND WHEREAS 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 Developer/Promoter while developing the said **Project Land** and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Developer/Promoter have accordingly commenced construction of the said building in accordance with the said plans.

AND WHEREAS the Purchaser/s is/are interested in purchasing and the Developer/Promoter agreed to sell to the Purchaser/s , the residential premises bearing **Flat premises No. _____ in “_____” wing, on the _____ floor** of the Building to be erected on the said Project Land and to be known as **“The New Anand Deep CHS Ltd”** more particularly described in the **Second Schedule** hereunder written of the building to be constructed by the Developer/Promoter in the said Project Land. (Hereinafter referred to as “the said Premises”).

AND WHEREAS prior to the execution of these presents the Purchaser/s has paid to the Developer/Promoter a sum of **Rs. _____/- (Rupees _____ only)**, being the **part payment** of price of the Premises agreed to be sold by the Developer/Promoter to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Developer/Promoter Do and each of them DOTH hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer/Promoter balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Developer/Promoter has agreed to register/registered the Project under the provisions of the Real Estate

(Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority under no. _____.

AND WHEREAS under the said Act, the Developer/Promoter are required to execute a written Agreement for sale of the said Premises to the Purchaser/s and also to register the same under the Registration Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows: -

1. The Developer/Promoter has proposed to construct the said Building to be known as **“THE NEW ANAND DEEP CHS LTD”** consisting of 2 wings (A Wing - Ground Plus 21 upper floors and B Wing - Ground Plus 21 upper floors) on the said **Project Land** in accordance with the plans, designs and specifications prepared by their Architects **Ace Consultants** and approved by the Slum Rehabilitation Authority under IOA bearing No. SRA/ENG/T/PVT/0120/20220208 Dated:- 12-09-2022 for Building No.1 and SRA/ENG/T/PVT/0120/20220208 Dated: - 12-09-2022 for Building No. 2 and **C.C. dated 26-09-2022 for Building No. 2 and 11-10-2022 for Building No. 1** approved by the Slum Rehabilitation Authority which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developer/Promoter may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them .

Provided that the Developer/Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of only such variations or modifications which may adversely affect the premises of the Purchaser/s.

2. The Purchaser/s agree to purchase from the Developer/Promoter and Developer/Promoter hereby agree to sell to the Purchaser/s one **Flat Premises bearing No. _____, having RERA Carpet area of _____ sq.**

ft. equivalent to _____ Sq. Mtrs or thereabouts in the “_____” wing on the _____ floor of the Building and shown in the floor plan thereof hereto annexed and marked Annexure "D" (hereinafter referred to as "the Said Premises").

"RERA Carpet Area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Premises.

The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the Purchaser/s to the Developer/Promoter works out to **Rs. _____/- (Rupees _____ only)**. The said consideration of the said premises shall be paid by the Purchaser/s to the Developer/Promoter as per RERA Schedule Annexed herewith as **Annexure “F”**.

(Time for payment of each installment being the essence of this contract).

The Purchaser/s shall deduct 1% TDS of the total consideration of this Agreement, as applicable by the provisions of Section 194IA of the Income Tax Act, 1961 and deposit in the appropriate Bank. The Purchaser/s shall produce TDS certificate to the Developer/Promoter in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall form a part of the total consideration under this Indenture.

The Total Price above excludes Taxes (consisting of tax paid or payable by way of GST, and Cess or any other similar taxes which may

be levied, in connection with the construction of and carrying out the Project.

3. 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/ premiums which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/Promoter undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/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, which shall only be applicable on subsequent payments.

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

5. The Developer/Promoter hereby agree to observe, perform, and comply with all the terms, conditions, 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 said premises obtain from the concerned local authority occupation and/ or Completion Certificates in respect of the said Premises.

6. Time is essence for the Developer/Promoter as well as the Purchaser/s. The Developer/Promoter shall abide by the time schedule

for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the association of the Purchaser 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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in clause No.2 herein above. ("Payment Plan").

7. If the Developer/Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s, the Developer/Promoter agree 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.

It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Financial Institution/Lender. Any delay in receiving the installments from the Purchaser/s or the Financial Institution/Lender for any reason whatsoever will entitle the Developer/Promoter to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time on the outstanding amount.

8. Without prejudice to the right of Developer/Promoter to charge interest in terms of clause No.6 above, on the Purchaser/s committing default in payment on due dates of any amount due and payable (including his/her proportionate share of taxes levied by the concerned local Authority) and on the Purchaser/s committing breach of any of the

terms and conditions herein contained, the Developer/Promoter shall be entitled at their option to terminate this Agreement.

PROVIDED always that the power of termination shall not be exercised by the Developer/Promoter unless and until the Developer/Promoter shall have given fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which they intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon the termination of this Agreement as aforesaid, the Developer/Promoter shall refund to the Purchaser/s the installments of sale price which may till then have been paid by the Purchaser/s to the Developer/Promoter, but the Developer/Promoter shall not be liable to pay any interest on such amount as specified in the Allotment Letter. On refund of such amount, the Developer/Promoter shall be at liberty to dispose of and sell the said Flat Premises to such person and at such price as the Developer/Promoter may in their absolute discretion think fit.

9. The Developer/Promoter declare that as on this day the title to the said Project Land is clear, marketable and free from encumbrances and reasonable doubts. The Developer/Promoter have obtained the title certificate of the said Project Land from their Advocate, the copy whereof is hereto annexed and marked as **Annexure "C"**.

10. The Developer/Promoter hereby declare that no part of the floor space index of the said Properties has been utilized by them elsewhere for any purpose whatsoever. The Developer/Promoter shall have the right to make additions and / or alterations and raise or put-up additional structures as may be permitted by the concerned authorities or grant

right of way from the said Properties for development of adjoining properties. If any portion of the said Properties is acquired or notified to be acquired by the Government or any other public body or authority, the Developer/Promoter shall be entitled to receive all benefits in respect thereof and/ or compensatory F.S.I., TDR, Fungible FSI and all other benefits which may be permitted from time to time. The residual F.A.R. (F.S.I) not consumed will be available to the Developer/Promoter till the registration of the conveyance and transfer of the said land together with the building thereon to the Society. Whereas after registration of the conveyance in favour of the Society, the residual F.A.R. (F.S.I) shall be available to the Society.

11. The Developer/Promoter hereby agree that they shall before handing over possession of the premises to the Purchaser/s make full and true disclosure of the nature of their title to the said Properties as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Properties and shall as far as practicably ensure that the said Properties is free from all encumbrances.

12. The fixtures, fittings, and amenities to be provided by the Developer/Promoter in the said Premises are those that are set out in **Annexure" G"** annexed hereto.

13. The Developer/Promoter shall give possession of the said Premises to the Purchaser/s on or before 30-09-2026. If the Developer/Promoter fails or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of Section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or the dates prescribed in Section 8 of the said Act, then the Developer/Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with Interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed

under the applicable law from time to time on the outstanding amount.

PROVIDED that the Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises are to be situated is delayed on account of--

- (i) War, civil Commotion or act of God;
- (ii) any notice, restrictive order, rule, notification of the Court, Government and/other public or competent authority.
- (iii) Lockdown declared by Government

14. Procedure for taking possession - The Developer/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the [premises/Flat], to the Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Developer/Promoter shall give possession of the said premises to the Purchaser/s. The Developer/Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer/Promoter or association of Purchaser/s, as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Purchaser/s in writing within 15 days of receiving the occupancy certificate of the project.

15. The Purchaser/s shall take possession of the said Premises within period of 15 days of the Developer/Promoter giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation with Occupation Certificate.

16. Failure of Purchaser/s to take Possession of said Flat: Upon receiving a written intimation from the Developer/Promoter as per clause 14, the Purchaser/s shall take possession of the said flat from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the [premises /Flat] to the purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 15 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

17. If within a period of five years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developer/Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer/Promoter , compensation for such defect in the manner as provided under the Act PROVIDED no structural changes/modifications are done by the Purchaser/s.

18. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose of residence. He/She/They shall use the parking space, allotted if any, only for purpose of for parking their own vehicle.

19. The Purchaser/s along with other Purchasers of the Premises in the said building shall join in existing Society or join in forming and registering the Society to be known by such name as the Developer/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or

Membership and other papers and documents necessary for admission/formation and registration of the Society for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Developer/Promoter within 8 days of the same being forwarded by the Developer/Promoter to the Purchaser/s, so as to enable Developer/Promoter to register the organization of the Purchaser/s under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Rules, 1964, or to admit to membership rights of the existing Society, as the case may be. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative societies or Registrar of Companies or any other competent Authority.

20. The necessary Conveyance Deed in favour of Anand Deep CHS LTD and Shanti Niketan CHS LTD is already registered and therefore, the Developer/Promoter are not under any obligation to execute additional Deed of Conveyance in keeping with the terms and provisions of this Agreement but if it is required to perfect the title, the Developer/Promoter shall in coordination with the Society shall execute necessary documents with regards to Amalgamation of Both the Societies and Conveying the Title to the newly amalgamated Society.

21. Commencing a Fifteen days notice in writing is given by the Developer/Promoter to the Purchaser/s that the Premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority/Government, water charges, insurance, common lights, repairs

and salaries of clerks, bill collectors, watchmen, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Building until the Society/Limited company is formed and the said land and building transferred to it, the Purchaser/s shall pay to the Developer/Promoter such proportionate share of outgoings as may be determined. The Purchaser/s agrees that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Developer/Promoter provisional monthly contribution of Rs. _____/- (Rupees _____ only) per month towards the outgoings. The amount so paid by the Purchasers to the Developer/Promoter shall not carry any interest and remain with the Developer/Promoter until a conveyance in favour of Society/ Limited Company as aforesaid. On such conveyance being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Developer/Promoter to the Society/ Limited Company as the case may be. The Purchaser/s undertakes to pay such monthly contributions and such proportionate share of outgoings which shall be paid together for the first 12 months and thereafter regularly on the 5th day of each and every month/quarter in advance and shall not withhold the same for any reason whatsoever.

22. At the time of registration, the Purchaser/s shall pay to the Developer/Promoter the Purchaser's share of stamp duty, metro cess and registration charges, scanning fees, GST or any other levies imposed by the Government, local body which shall be payable under this Agreement.

23. Before taking over possession of the said Premises, the Purchaser shall pay to the Developer/Promoter the following charges,

(i) Rs. 500/- (Rupees Five Hundred Only) for Share capital & Rs. 100 (Rupees One Hundred Only) per Purchaser for Entrance Fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. 25,000/- (Rupees Twenty-Five Thousand Only) for membership of Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- (Rupees _____ Only) for proportionate share of taxes, maintenance, and other charges/levies for a period of 1 year in respect of the Society or Limited Company/Federation/ Apex body.

iv) Rs. _____/- (Rupees _____ Only) towards Development Charges and IDC (Infrastructure Development Charges).

(iv) Rs. 1,00,000/- (Rupees One Lakh Only) refundable deposit which shall be refunded at the time of handing over to the Society towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) The Allottee shall pay to the Promoter a sum of Rs. 25,000/- (Rupees Twenty-five Thousand Only) for meeting all legal costs, charges, and expenses, including professional costs of the Advocates of the Promoter.

NOTE: GST shall be applicable on the above-mentioned amounts as per prevailing norms.

It is specifically brought to the notice of the Purchaser/s and the Purchaser/s have noted that all the amounts mentioned above are estimated at the time of execution of this Agreement. Since all the aforesaid amounts are payable at the time of taking over possession of the said Premises, the actual amount may vary and, in such circumstances, the additional amount spent by the Developer/Promoter if any, shall be paid by the Purchaser/s to the Developer/Promoter.

24. The Developer/Promoter shall utilize the said Sum paid by the Purchaser/s to the Developer/Promoter for the purpose for which they

are received and maintain account of monthly maintenance charges. It is specifically clarified that the Developer/Promoter shall pay only municipal assessment taxes and shall not be liable to pay maintenance charges or any other dues in respect of vacant and unsold premises.

25. The Developer/Promoter hereby represents and warrants to the Purchaser/s as follows:

i. The Developer/Promoter have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.

ii. The Developer/Promoter have 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.

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 Developer/Promoter have 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 Developer/Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

vii. The Developer/Promoter have 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 Premises, which will, in any manner, affect the rights of the Purchaser, under this Agreement.

viii. The Developer/Promoter confirm that they are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

ix. The Developer/Promoter have 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 Project Land) has been received or served upon the Developer/Promoter in respect of the project land and/or the Project.

26. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, DOTH hereby covenant with the Developer/Promoter as follows:

a. To maintain the said premises at their own cost in good tenantable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local authorities or change/ alter or make any additions or alterations in or to the building in which the said premises are situated and the said premises itself or any part thereof.

b. Not to store in the premises 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 same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the said Premises is situated, including entrances of the building. On account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

c. To carry at their own cost all internal repairs of the said premises and maintained the same in good condition and order in which it was delivered by the Developer/Promoter and shall not do or suffering to be done anything in or to the said building. In the event Purchaser/s committing any act in contravention of the municipal or any their legal provisions of the appropriate authorities, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

d. Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside color scheme of the building in which the premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenantable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. pardsis or other structural members in the said premises without the prior written permission of the Developer/Promoter.

e. Not to do or permit to be done any act or thing which may rendered void or voidable any insurance of the said Project Land and the building whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said premises in the compound or in the portion of the same building.

g. Pay to the Developer/Promoter within 7 days of demand by the Developer/Promoter his share of Security Deposit demanded by concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the Premises is situated.

h. To bear and pay increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, Government, Public authority on account of change of user of the said premises of the Purchasers.

i. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with

possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the Developer/Promoter and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser/s have intimated in writing to the Developer/Promoter.

j. The Purchaser/s shall observe and perform all the rules and regulations which the Society or Limited Company may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k. Till a conveyance of building in which the said premises are situated is executed the Purchaser/s shall permit the Developer/Promoter and their surveyors and agent, with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.

l. The Purchaser/s has scrutinized the said plan attached herewith to the agreement and accepts the area of the said Premises to be correct and the Purchaser/s shall not raise any dispute regarding the said area of the Premises.

27. It is expressly agreed by and between the Developer/Promoter and the Purchaser/s and all persons claiming under them that,

(a) The Developer/Promoter shall have unfettered full, free and complete right of way and means of access over, along, across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, arraigns, trucks and other vehicles for the purposes of carrying on construction of the said building as well as the construction of additional floors on the said Project Land for consuming the unconsumed F.A.R. (F.S.I.) and to amalgamate any adjacent plot/s, building/s, property/s and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, fax, cables and services facilities for full and proper use and enjoyment of the said Project Land and/or the neighboring properties that may have been or that may hereafter be agreed to be developed by the Developer/Promoter.

(b) The Purchaser/s hereby gives his/her/their express consent to the Developer/Promoter to raise any loan against the unsold premises in the building to be constructed on the said Properties and to mortgage the same with any Banks or any other party. This consent is on the express undertaking that any such loan liability shall be cleared by the Developer/Promoter at their own expenses before the possession of the said premises are handed over by the Developer/Promoter to the Purchaser/s.

28. The Developer/Promoter shall maintain a separate account in respect of sums received by the Developer/Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, like property taxes, Maintenance charges and shall utilize the amounts only for the purposes for which they have been received.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said piece of land or any part thereof. The Purchaser/s shall have no claim save and

except the said premises agreed to be sold to him and the parking space, Stilt area, open terrace, TDR, unconsumed FSI etc. will remain the Properties of the Developer/Promoter till registration of conveyance of the said Properties in favour of the Society as hereinbefore mentioned.

30. Any delay tolerated, or indulgence shown by the Developer/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developer/Promoter of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer/Promoter.

31. After the Developer/Promoter execute this Agreement, they shall not mortgage or create a charge on the said Premises 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 Purchasers who has taken or agreed to take such flat Premises.

32. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective Flat Purchaser/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer/Promoter or the Society.

33. Forwarding this Agreement to the Purchasers by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Developer/Promoter 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 Developer/Promoter. If the Purchaser/s fails to execute and deliver to the Developer/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 Developer/Promoter, then the Developer/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.

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

35. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D/ under certificate of posting at his/her address specified below-

Name of Purchaser/s _____

Purchaser/s Address _____

Notified Email ID: _____

M/s Developer/Promoter Name: - Shreejee Buildcon

(Promoter Address): -B-201, Kailash Residency, Near Ambaji Dham Mandir, M G Road, Mulund (West), Mumbai – 400 080.

Notified Email ID: -shreejeebuildcon@gmail.com

It shall be the duty of the Purchaser/s and the Developer/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 Developer/Promoter or the Purchaser/s, as the case may be.

36. That in case there are Joint Purchasers all communications shall be sent by the Developer/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.

37. The Purchaser/s shall deduct **TDS**, as applicable by law and deposit in the appropriate Bank. The Purchaser/s shall produce **TDS certificate** to the Developer/Promoter s in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall form a part of the total consideration under this Indenture.

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

39. 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/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

40. The Developer/Promoter have registered /shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as “the said RERA Act)

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

42. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s for the said Flat/Premises in Project, the same shall be in proportion to the carpet area of the Said Flat/Premises.

43. The Developer/Promoter have registered /shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as “the said RERA Act)

44. Stamp Duty and Registration: - The charges towards stamp duty and Registration, GST or any other taxes, as applicable and/or if any levied by the government authorities on this Agreement shall be borne by the Purchaser/s.

45. 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.

46. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts of Mumbai will have the jurisdiction for this Agreement

47. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made there under, read with Real Estate (Regulation and Development) Act, 2016.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring **842.5 sq. Mts. as per Property Card (836.12 sq. mts. as per the said Deed of Conveyance dated 5th December, 1978)** bearing Plot No.1003-B, Survey No.1000 and bearing City Survey No.910 (Part) of village Mulund [West], Taluka Kurla, with a building standing thereon known as “Anand Deep” of **THE ANAND DEEP CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at Dr. R. P. Road, Mulund [West], Mumbai - 400 080, in the Registration District and Sub-District of Mumbai Suburban and surrounded as under:

On or towards the East: by Plot No.1003 (Part)

On or towards the West: by Plot No.1004

On or towards the North: by Dr. R.P. Road and

On or towards the South: by Plot No.1026

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Piece or Parcel of vacant land or ground situate, lying and being at Mulund, Mumbai Suburban District bearing Plot No.1026, CTS No.909, admeasuring 545 sq. mtrs., situate, lying and being at Village Mulund (West), together with building popularly known as **THE SHANTI NIKETAN CO-OPERATIVE HOUSING SOCIETY LIMITED**, standing thereon having ground and 3 upper floors and bounded as follows:

On or towards the East: by Kothari Estate

On or towards the West: by Mathuresh CHS Ltd

On or towards the North: by CTS No. 910-A

On or towards the South: by B P Cross Road No. 1

THE THIRD SCHEDULE ABOVE REFERRED TO

The Residential Premises bearing Flat No.____, admeasuring ____Sq. ft. or thereabouts in Carpet area, located on the _____ floor, ____ Wing of the building to be re-constructed and known as “THE NEW ANAND DEEP CHS LTD” situated at Dr. R P Road, Mulund (West), Mumbai – 400 080, consisting of 2 wings (A Wing - Ground Plus 21 upper floors and B Wing - Ground Plus 21 upper floors) to be constructed on the aforesaid Project Land, together with the benefit of common limited areas and facilities.

SIGNED AND DELIVERED BY THE

Within named **“THE DEVELOPER/PROMOTER”**

SHREEJEE BUILDCON

Through its authorized partner

(1) _____

In the presence of

1.

2.

SIGNED, SEALED & DELIVERED

by the within named **“PURCHASER/S”**

(1) _____

PAN:

(2) _____

PAN:

in the presence of

1.

2.

RECEIPT

Received from the Purchaser/s (1) _____, (2)
_____, a sum of **Rs.** _____/- (**Rupees**
_____ **only**) being part consideration of the
said Premises as stated in Clause No. 2 herein above as under,

Cheque No.	Date	Bank	Amount
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Housiey.com

WE SAY RECEIVED

SHREEJEE BUILDCON

Through its authorized partner

Mr. Haresh Dhirajlal Bhanushali

DEVELOPER / PROMOTER

Witnesses

1.

2.

ANNEXURE "A"

Copies of property card or Revenue
Records showing nature of the Title to the land.

ANNEXURE "B"

Copy of the IOA.

ANNEXURE "C"

Title Certificate

ANNEXURE "D"

Copy of Floor Plan

ANNEXURE "E"

Society Registration Certificate

ANNEXURE "F"

Payment Schedule as per RERA

ANNEXURE "G"

List of Amenities