

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made at Mumbai this \_\_\_\_ day of \_\_\_\_\_ 2024;

**BETWEEN**

**M/S AGASTYA INFRA**, (assessed to Income Tax in India under PAN **ACAFA2113Q** a partnership firm registered under the provisions of the Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai (Maharashtra) under number [\_\_\_\_\_] and having its principal place of business at : **Ground Floor , Shop No 07 , Bldg No 17-19, Royal Stone Bldg Kannamwar Nagar 1 , Gajanan Maharaj Chowk , Vikhroli ( East ) Mumbai - 400 083**, through its Designated Partners viz 1) Pravin Chandrakant Loahe , 2) Janhavi Pravin Lodhe and hereinafter referred to as the **“Promoter”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partner or partners for the time being and from time to time, the survivor or survivors of them and their respective legal representatives, executors and administrators) of the **One Part**;

**AND**

**(1)** \_\_\_\_\_ **and (2)** \_\_\_\_\_ both of  
Mumbai, Indian Inhabitant/s residing at  
\_\_\_\_\_  
Mumbai - 400 \_\_\_\_, hereinafter referred to as **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their, heir/s, executor/s, administrator/s and assign) of the **OTHER PART**;

The Promoter and the Purchasers shall individually be known as the **Party** and collectively as the **Parties**.

**WHEREAS:**

- A.** The Maharashtra Housing and Area Development Authority ("**MHADA**") was constituted with effect from 5<sup>th</sup> December, 1977, under the provisions of the Maharashtra Housing and Area Development Act, 1976 ("**MHADA Act**") and in view of the provisions of the MHADA Act, the Maharashtra Housing Board stood dissolved and all the property, rights, liabilities and obligations of the Maharashtra Housing Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of MHADA;
- B.** The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to Lower Income Group (LIG) known as Subsidized LIG Housing Scheme;
- C.** The Maharashtra Housing Board (hereinafter referred to as "**the Board**") had in pursuance of the aforesaid Subsidized LIG Housing Scheme, constructed a residential building i.e. Building No. 229 (hereinafter referred to as "**the Building No.229/ Existing Building**") on the piece and parcel of plot of land **admeasuring 1021.05 Sq. mtrs.** of thereabouts bearing Survey No.113(Part) (Govt. Land), CTS No. 356 situated and lying at Kannamwar Nagar 1, Mhada Layout, Vikhroli (East), Mumbai, Maharashtra – 400 083. The Building No. 229 was ground plus 4 upper floors structure and comprised of 40 tenements;
- D.** By and under an Indenture of Lease dated 30<sup>th</sup> April, 1994, made and entered into between Maharashtra Housing and Area Development Authority therein and herein referred to as the "**said MHADA**" of One Part and Kripa Sindhu Co-Operative Housing Society Limited, **Registration No. BOM/HSG/4317** dated 10<sup>th</sup>

October, 1974 being party of the Other Part, MHADA demised unto the said property herein, the leasehold rights, for a period of 99 (Ninety Nine) years, in respect of the land lying under and appurtenant to Building No. 229, being Survey No. 113(Part) (Govt. Land), CTS No. 356, Village Hariyali, Taluka Kurla, MSD at Kannamwar Nagar 1 , Vikhroli, Mumbai, Maharashtra - 400 083.

- E. The Board had allotted these 40 tenements in Building No. 229 to Individual Purchasers under the provisions of the Maharashtra Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1970; each having about 29.84 sq. mtrs. (i.e. 321.25 sq. feet) carpet area for housing purpose and residential use on rental basis as per the aforesaid Subsidized LIG Housing Scheme;
- F. The Purchasers of the 40 tenements formed a co-operative housing society known as the **“Kripa Sindhu Co-Operative Housing Society Limited”**, (hereinafter referred to as **“the said Society”**);
- G. Persistent demands were made by the occupant of said LIG tenements that the Units constructed for them under the aforesaid Subsidized Industrial Housing Scheme by the various housing authorities should be sold to them;
- H. The conference of the Housing Minister of all the States held at Calcutta in December, 1975 had recommended to the Government of India to consider the transfer of these tenements to the occupants on ownership basis by giving them opportunity to pay for these tenements in suitable instalments as it was found that it was practically impossible to dispossess superannuated arrears or workers who have crossed the prescribed income limit and consequently have become ineligible for retention of the tenements in the occupation;
- I. The Government of India after considering the entire problem permitted the State Government of Maharashtra to transfer such tenements on certain conditions laid down by the Government of India in this behalf;

- J. On the basis of guidelines laid down by the Government of India, the Government of Maharashtra, directed that the building built by the Board and other agencies under certain schemes should to be offered on “as is and where is condition” to the authorized and unauthorized occupants whose occupation was regularized on their paying the penalty amounting to 50% (fifty percent) of the cost of the tenements in lump sum for residential purpose on the basis of hire purchase after the occupants of such tenements formed a co-operative housing society;
- K. MHADA as successor of the Maharashtra Housing Board was the owner of the said Land or otherwise well and was entitled to the **Existing Building** standing thereon;
- L. By and under Deed of Sale dated 30<sup>th</sup> April, 1994 registered with the Sub-Registrar of Bombay under registration number P – 3682/94, executed between Maharashtra Housing and Area Development Authority therein and herein referred to as the “MHADA”, the Vendor therein and Kripa Sindhu Co-Operative Housing Society Limited, Registration No. BOM/HSG/4317 dated 10<sup>th</sup> October, 1974, therein and herein referred to as the “Society”, the Purchaser therein, in consideration of price of Rs.6,07,040/- (Rupees Six Lakhs Seven Thousand Forty Only) being paid by the said Society on behalf of the Purchasers, MHADA sold and conveyed by way of sale, the Building No. 229 along with the leasehold rights in the land underneath and appurtenant thereto to the said Society.
- M. In the above premises, the said Society was seized and possessed of or otherwise well and sufficiently entitled to the all that piece or parcel of land or ground bearing CTS No. 356 Survey No. 113 (Part) of Village Hariyali, Taluka Kurla admeasuring 1021.05 Sq. mtrs. or thereabouts (hereinafter referred to as “**the said Land**”) together with a building being Building No. 229, standing thereon comprising Ground plus four upper floors (hereinafter referred to as “**said Building**”) lying, being and situate at the Kannamwar Nagar 1, Mhada Layout,

Vikhroli ( East), Mumbai, Maharashtra – 400 083 (hereinafter the said Land and the said Building are collectively referred to as the “**said Property**”) as more particularly described in the **Schedule** hereunder written. The said Land is delineated in red colour boundary line on the Plan of the said Property

- N.** The said Building standing on the said Property was more than 49 (Forty-Nine) years old and was deteriorated over the years. Due to dilapidated condition of the said Building and non-availability of adequate funds for repairs, the members of the said Society held series of meeting and it was decided by the Existing Members to go for redevelopment by demolishing the said Building and constructing new building instead and place thereof;
- O.** Upon verification, satisfaction and relying upon the representations of the said Society, the Promoter had submitted its proposal dated 21/12/2023 enclosing the commercial bid to the said Society for redevelopment of said Property by demolishing the Existing Building and constructing new building/s for residential and commercial use (hereinafter referred to as the “**New Building**”) by utilizing and consuming current FSI as may be available and loading TDR and additional FSI in form of Fungible FSI to the maximum extent permissible as per the Development Control Regulations for Greater Bombay, 2034 (“**DCPR**”) and/or any amendments / revisions / new regulations made thereto from time to time, at the sole discretion of the Promoter. The Promoter inter alia proposed that in lieu of the Existing Tenements occupied by the Existing Members, the Promoter would provide new flats, free of cost, by way of permanent alternate accommodation in the New Building proposed to be constructed on the said Land. As per prevailing DCR, the Promoter was at full liberty to utilize basic FSI of 3 + Pro Rata + Fungible FSI + MHADA VP Discretionary Quota as may be available from time to time and at the sole discretion of the Promoter.

- P.** The said Society after deliberation and discussion on the said offer, thereafter made an application to the Deputy Registrar of Co- operative Societies for the appointment of an officer for attending a Special General Body Meeting of the said Society to be convened for finalizing a Promoter for the proposed redevelopment of the said Property;
- Q.** By its Letter dated 21/02/2024 addressed to the Chairman /Secretary of the said Society, the Deputy Registrar of Co-operative Societies appointed **Mr. Pramod Kulkarni**, as the Officer to preside over the Special General Body Meeting to select the Promoter as the Developer. A copy of the said Letter dated 21/02/2024
- R.** A Special General Body Meeting of the said Society was held on 08/03/2024, in the presence of the Officer appointed by the Deputy Registrar of Co- operative Societies, the proceedings whereof have also been recorded on video. A total of 35 Members out of the total 40 Members of the said Society attended the Special General Body Meeting. A detailed discussion and deliberation were held following which the matter was put to vote and 35 (Thirty-Five) existing members of the said Society who were present voted at the said Meeting in favour of the Promoter herein and accordingly, the Promoter herein was selected for the redevelopment of the said Property. A copy of the resolution passed at the Special General Body Meeting held on 08/03/2024
- S.** By a Development Agreement dated 1<sup>st</sup> August, 2024, duly registered with the Office of the Jt. Sub Registrar of Assurances at Kurla, under Serial No. KRL4 – 17268 - 2024 made and executed between the Society of One part and the Promoter herein on the Other part, the said Society granted the development rights to the Promoter herein for the terms, conditions and considerations contained therein.

- T.** In pursuance of the aforesaid Development Agreement, the Society also executed an Irrevocable Power of Attorney dated 01<sup>st</sup> August, 2024 duly registered with the Office of Jt. Sub Registrar of Assurances at Kurla, under Serial No. KRL4 – 17269 – 2024 and thereby appointed the partners of the Promoter herein as their true and lawful attorneys and granted various powers and authorities to do various acts, deeds and things in respect of the redevelopment of the said Property;
- U.** The members of the said Society jointly and severally consented to the resolutions and granted the development rights to the Promoter herein in respect of the proposed redevelopment of the said Property by appending their signatures on the same. All the members of the said Society gave their consent to the Promoter to redevelop the said Property and executed individual consents in regard thereto;
- V.** The Maharashtra Housing Area Development Authority (hereinafter referred to as “MHADA”) vide its letter dated \_\_\_\_\_ bearing No. \_\_\_\_\_ granted it’s NO OBJECTION Certificate for redevelopment of the property more particularly described in the First Schedule hereunder written on the terms and conditions as more particularly mentioned therein.
- W.** MHADA/Building Permission Cell, Greater Mumbai vide its letter dated \_\_\_\_\_ bearing reference No. \_\_\_\_\_ granted Intimation of Approval (IOA) for Zero FSI in favour of the Promoter herein by virtue of being the constituted attorney of the said Society,
- X.** The Building Permission Cell Greater Mumbai/MHADA vide its letter bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued Commencement Certificate (“CC”) in respect of the proposed redevelopment of the said Property which was subject to compliance as mentioned in Intimation of Approval.

- Y. Vis Legis Law Practice, Advocates, vide their Title Certificate dated \_\_\_\_\_ have certified that the title in respect of the said Property is clear and marketable;
- Z. While sanctioning the plans for redevelopment of the said Property, the SPA / MHADA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and constructing the proposed new buildings thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the proposed new buildings shall be granted by the SPA/MHADA;
- AA. The Promoter has the sole and exclusive right to sell the flats/ Commercial Premises/ Shops/ Offices and allot car parking spaces not reserved for the members of the Society in the proposed new buildings and also to receive the sale consideration thereof as the Promoter at their absolute discretion and as they may deem fit;
- BB. The Promoter has demolished the Existing Buildings standing on the said Land and is desirous of developing and constructing a building known as **HIGH PAVILION** consisting of total **One** new Wing. ~~Each Wing~~ shall consist of Ground + Twenty Three Floors which will also accommodate the existing 40 members of the Society (hereinafter referred to as "**the New Building**") being a standalone real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**"). The Promoter has / had applied and submitted necessary documents as are required for registering the Buildings as a standalone real estate project under RERA. Accordingly, the Promoter has been

granted registration in respect of the Buildings by the Real Estate Regulatory Authority under RERA.

**CC.** The Promoter has appointed the Architects, registered with the Council of Architects, and made such arrangements as per the agreement prescribed by the Council of Architects. The Promoter has appointed **Mr. Prasad Chakor** as Structural Consultants for the preparation of the structural design and drawings of the said Buildings.

**DD.** The photocopies of the following documents are annexed hereto:

- i. Layout Plan of the said Property marked as **Annexure "G"**;
- ii. Title Certificate/s marked as **Annexure "H"**;
- iii. Property Register Card marked as **Annexure "I"**;
- iv. IOA marked as **Annexure "J"**;
- v. CC marked as **Annexure "K"**;
- vi. NOC of MHADA marked as **Annexure "L"**;
- vii. RERA Registration Certificate marked as **Annexure "M"**
- viii. **Floor Plan marked as Annexure "N"**

**EE.** The Purchaser/s has/ have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating to the said Property including the Title Certificate/s and also the plans, designs and specifications prepared by the Promoter's Architect and/or sanctioned by Special Planning Authority(SPA)/MHADA and all other documents as specified under RERA and the rules made thereunder as amended up to date and the Purchaser/s is / are fully satisfied with the title of the Society in respect of the said Property and

the Promoter's right to sell various premises in the Buildings to be constructed on the said Property and hereby agrees not to raise any requisitions on or objections in regard thereto.

**FF.** The Promoter has entered into a standard Agreement with the Architects for preparing the plan of the said Building/s and Agreement with the Contractor and RCC consultant for carrying out construction of the said Building/s.

**GG.** The Promoter has entered into and/or shall enter into such Agreement with other persons and/or parties in respect of the sale of Premises, car parking spaces etc. in the said Building.

**HH.** The Purchaser/s, being desirous of acquiring flat in the Building to be constructed on the said Property, has / have approached the Promoter and requested the Promoter to allot to him / her / them / it, Apartment No. (Flat No.) \_\_\_\_\_, admeasuring \_\_\_\_\_, (Area) sq. ft. (carpet area as per RERA) on the \_\_\_\_\_ Floor in \_\_\_\_\_ Wing of the said New Building (hereinafter referred to as "**the Apartment/Flat**"), more particularly described in the **Second Schedule** hereunder written and shown in red hatched lines on the plan annexed hereto and marked as **Annexure "N"**. Accordingly, on the request of Purchaser/s, the Promoter has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to acquire and purchase the Apartment/Flat from the Promoter, at and for a total consideration of Rs. \_\_\_\_\_ (Agreement Value)/- Rupees \_\_\_\_\_ only. (In words) (hereinafter referred to as "**the Purchase Price**") on the terms and conditions appearing hereinafter.

**II.** Prior to the execution hereof, the Purchaser/s has / have paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Amount received) (In Words) being \_\_\_\_\_% (In Words) of the Purchase Price as advance payment / deposit (the payment and receipt whereof the Promoter does hereby admit and acknowledge) and the

Purchaser/s has / have agreed to pay the Promoter the balance Purchase Price in the manner set out herein.

**JJ.** The Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the Premises in the said New Building known as “ **HIGH PAVILION** ” to the Purchaser/s in the manner hereinafter appearing.

**KK.** The Promoter herein represents that the Project is registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority vide MahaRERA registration no. \_\_\_\_\_;

**LL.** Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being these presents for the sale of the Flat in the proposed Building and also to register the said Agreement under the Registration Act, 1908.

**MM.** Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the Apartment/Flat agreed to be sold to the Purchaser/s and the Parties are therefore executing these presents, which shall be registered under the provisions of the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. TITLE**

**1.1** The Purchaser/s has / have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating to the said Property including the Title Certificate/s and also the plans, designs and specifications prepared by the Promoter’s Architect and/or sanctioned by SPA/MHADA and all other documents as specified under RERA

and the rules made thereunder as amended up to date and the Purchaser/s is / are fully satisfied with the title of the said Society in respect of the said Property and the Promoter's right to sell various Apartment/Flats in the Buildings to be constructed on the said Property and hereby agrees not to raise any requisitions on or objections in regard thereto.

## 2. AGREEMENT TO PURCHASE

### 2.1

The Promoter shall construct the said building/s consisting of \_\_\_\_\_ basement and ground/ stilt /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.2 The Promoter has agreed to sell and the Purchaser has agreed to purchase from the Promoter Apartment/Flat No. admeasuring ..... sq. ft. MOFA carpet area ( \_\_\_\_\_ sq. ft RERA carpet area) on ..... floor in the building \_\_\_\_\_/wing (hereinafter referred to as "the Flat/Apartment ") as shown in the Floor plan thereof hereto annexed and marked Annexures \_\_\_ and \_\_\_\_\_ for the consideration of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities

which are more particularly described in the Second Schedule annexed herewith (the price of the Apartment/Flat including the proportionate price of the common areas and facilities .

2.3 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_ admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ft. length x \_\_\_\_\_ft. breath x \_\_\_\_\_ ft vertical clearance and and situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. /-.

2.4 This Agreement is based on the express condition that certain other Apartment/Flats comprised in the New Buildings constructed or to be constructed on the said Property have or are agreed to be sold subject to the exclusive rights of such Purchaser/s with regard to their respective open space / terrace / garden attached to their respective Apartment/Flats and that the user of each of such Apartment/Flats and the rights in relation thereto of each Purchaser/s shall be subject to all the rights of the other Purchaser/s in relation to their respective Apartment/Flats. None of the Purchaser/s of the remaining Apartment/Flats shall have any right whatsoever to use and/or occupy the open space / terrace / garden as stated aforesaid acquired by any Purchaser/s including the Purchaser/s, as aforesaid nor they do or cause to be done anything whereby such Purchaser/s including the Purchaser/s, if concerned, is / are prevented from using and occupying the open space / terrace / garden in the manner as aforesaid or the rights of such Purchaser/s including the Purchaser/s, if concerned, to the same are in any manner affected or prejudiced. Correspondingly, the Purchaser/s covenant that he / she / it / they shall exercise his / her / its / their rights consistently with the rights of the other

Purchaser/s and shall not do anything whereby the Purchaser/s of the other Apartment/Flats are prevented from using or occupying exclusively their respective Apartment/Flats including the open space / terrace / garden in the manner as stated aforesaid or whereby the rights of the other Purchaser/s with regard to their respective Apartment/Flats including the open space / terrace / garden as aforesaid are in any manner affected or prejudiced. The Purchaser/s covenant that they shall not raise any objection, claim or demand against the Promoter or against any other Purchaser/s in relation to the exclusive use by any other Purchaser/s of any restricted common areas and facilities, exclusively granted to such Purchaser/s.

### 3. **CONSIDERATION**

The Purchaser/s agree/s to pay to the Promoter the purchase price/ consideration of Rs.\_\_\_\_\_/ - (In Words) (hereinafter referred to as "**the Purchase Price**") including parking space/covered parking spaces which is inclusive of the sum of Rs.\_\_\_\_\_/ - (In Words) payable towards the proportionate price of the common areas, facilities, legal, water charges and amenities appurtenant to the Apartment/Flat/s as provided herein subject to deduction of tax deducted at source (TDS) in accordance with the provisions of the Income Tax Act, 1961 and in the manner specified in the **Third Schedule** hereunder written and the same as specified shall not be changed or altered by the Purchaser/s under any circumstances. The cheque / demand draft / pay order for the payment of the Purchase Price shall be drawn by the Purchaser/s

specifically in the name of **M/S. AGASTYA INFRA** and payable at Mumbai. The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs ..... (Rupees .....) and shall deposited in RERA Designated Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code, \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, I/ we have opened in the same bank RERA Designed Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

**4. OTHER CONTRIBUTIONS**

4.1 The Purchaser/s shall in addition to the Purchase Price, pay along with the penultimate instalment of the Purchase Price, the amounts / charges as mentioned in the **Fourth Schedule** hereunder written and the same as specified shall not be changed or altered by the Purchaser/s under any circumstances. The cheque / demand draft for the payment of such amounts shall be drawn by the Purchaser/s specifically in the name of **M/S. AGASTYA INFRA** and payable at Mumbai.

4.2 The Promoter shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned in the **Fourth Schedule** hereunder written. It is hereby clarified that these amounts do not include the dues for electricity, gas and other bills for the Apartment/Flat and the Purchaser/s shall be liable to pay electricity, gas and other bills for the

individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agree to pay to the Promoter, such other charges or such other amounts under such heads as the Promoter may indicate without any demur.

4.3 It is agreed that in the event of any additional amounts becoming payable in respect of the items mentioned in the **Fourth Schedule** hereunder written, the Purchaser/s shall forthwith pay on demand to and/or deposit the additional amounts with the Promoter.

4.4 At the time of delivery of possession of the Apartment/Flat by the Promoter to the Purchaser/s, the Purchaser/s shall also pay to the Promoter lump sum charges for maintenance of common areas and facilities excluding the electricity and water charges for common areas in the Buildings for a period of 18 months as mentioned in the **Fourth Schedule** hereunder written. The Promoter shall use and utilize the aforesaid amount towards maintenance of common areas and facilities of the Buildings till the end of 18 months from possession being handed over (which date means the date on which Promoter shall give notice to the Purchaser/s that the possession of the Apartment/Flat/s is ready to be handed over to him / her / it / them). In the event the expenses increase, the Purchaser/s shall pay such additional amounts as demanded by the Promoter for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation.

4.5 At the time of delivery of possession of the Apartment/Flat by the Promoter to the Purchaser/s, the Purchaser/s shall also pay to the Promoter the corpus/sinking fund as mentioned in the **Fourth Schedule** hereunder written which will be utilized for meeting the expenses of common areas and facilities, repairs, etc. of the said New Buildings. In the event the expenses increase, the

Purchaser/s shall pay such additional amounts as demanded by the Promoter for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation.

4.6 The maintenance deposit and corpus fund so collected shall be invested by the Promoter, at its sole discretion, in any reputed Bank or prescribed security or other secured investments as the Promoter may deem fit yielding optimum return by way of interest / dividend. The income accruing from the deposit after making provision of sinking fund and repair fund shall be earmarked and utilized for defraying the expenses relating to operation, maintenance, repairs and renovations, reinstatement of general amenities and all outgoings to be payable in respect thereof payable by the Purchaser/s in so far as the same shall extend and the balance will be collected on pro-rata basis (area of Apartment/Flats) from the Apartment/Flat holders on a recurring periodic basis, be it quarterly / half yearly basis.

4.7 The maintenance deposit and corpus fund to be constituted as above or the balance thereof after incurring expenses as above, will be transferred to and be held by the Society in such proportion as the Promoter deems fit, so that ultimately the management of these funds and the disbursements to be made therefrom and/or the investment thereof will be controlled by the members of the Society after development thereof is fully completed by the Promoter.

4.8 The Purchaser/s shall also pay the deposits and/or other charges or levies/consultancy and all/any other charges required to be incurred for procurement of electrical service connection from Maharashtra State Electricity Development Corporation Limited ("MSEDCL") and water and sewage connection from SPA/MHADA, charges paid to the SPA/MHADA as required by the Promoter together with any other charges/additional charges

payable to the SPA/MHADA or other concerned Government/Municipal and/or Statutory Authority and taxes/levies/cess by whatever name called payable to Central/State Government/Municipal Authority/Statutory Authority or any Public Authority, development/betterment/infrastructure charges or other levies in regard to the construction of the Buildings and for development of the said Property and proportionate cost of transformers, L.T. lines and other equipment/accessories required to be installed by MSEDCL, SPA/MHADA, Maharashtra State Pollution Control Board ("MSPCB") or any other authorities concerned.

## 5. TIMELY PAYMENT

5.1 It is hereby expressly agreed that the timely payment of each of the instalments of the Purchase Price and other contributions / monies payable hereunder is the essence of contract and the same shall be paid by the Purchaser/s alone and no other person / party shall be entertained by the Promoter for this purpose save and except as provided under Clause 5.8 herein below.

5.2 The Purchase Price shall be paid by the Purchaser/s in accordance with the construction milestones of the Buildings and in the manner specified in the **Third Schedule** hereunder written. Upon completion of each construction milestone which is linked to an instalment payable by the Purchaser/s, the Promoter shall intimate in writing to the Purchaser/s to make payment of such instalment/s. The Purchaser/s shall make payment of such instalment/s to the Promoter within 7 (seven) days of written intimation.

5.3 Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser/s agrees to pay to the Promoter interest at the rate

specified under RERA and the rules made thereunder as amended from time to time on all the amounts which become due and payable by the Purchaser/s to the Promoter under this Agreement from the date such amount/s are payable by the Purchaser/s to the Promoter until the date such outstanding amount is received by the Promoter.

5.4 The Promoter, after deducting from the various amounts paid by the Purchaser/s to the Promoter as deposits and expenses due in respect of the Apartment/Flat as aforesaid and the costs, charges and expenses referred to hereinafter in the proportion decided by the Promoter, shall transfer the balance, to the Society. The accounts, in this behalf, shall be rendered by the Promoter to the Society and not the Purchaser/s in his / her / its / their individual capacity. The Purchaser/s shall on demand pay to the Promoter such further amount/s by way of deposit, etc. for such expenses, if required.

5.5 All payments hereunder shall be made by cheque drawn on banks in Mumbai or demand draft payable at Mumbai or by means of real time gross settlement / national electronic funds transfer and not otherwise. The timely payment of each of the instalment/s of consideration and other amount/s as aforesaid shall be the essence of the contract. If the Purchaser/s make default in payment of any of the instalment/s dues on their respective due dates as aforesaid and without prejudice to the rights of the Promoter to treat such default as a breach of this Agreement and to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay to the Promoter interest at the rate specified under RERA and the rules made thereunder as amended from time to time on the amount of the instalment/s and/or due/s in arrears for the period of the delay in payment of such instalment/s and/or due/s.

5.6 The Promoter shall maintain a separate account in respect of the sums received from the Purchaser/s as advance or deposit on account of share capital, formation charges, towards the outgoings or legal charges, etc. and shall utilize the amounts only for the purpose/s for which they have been received, except in case of default of the Purchaser/s in which event the Promoter will be at liberty to appropriate / adjust moneys held on one account with money due on other account/s.

5.7 The Promoter is desirous that the New Building should adhere to the highest industry standards as regards housekeeping and maintenance of the common areas and facilities and thus the Promoter has decided to entrust the housekeeping and maintenance of the common areas and facilities of the said New Buildings to ' M/S AGASTYA INFRA ' or any of its subsidiary or sister concern or any other entity / person designated by the Promoter, on such terms and subject to such conditions as is reasonable in a contract of such nature. The Purchaser/s hereby accord his / her / their / its consent to the appointment of ' M/S AGASTYA INFRA ' or any of its subsidiary or sister concern/ any other entity / person as facility manager for rendering housekeeping and maintenance services of the common areas and facilities of the New Buildings up to such time that the New Buildings are completed in entirety. The services to be provided by ' M/S AGASTYA INFRA ' or any of its subsidiary or sister concern / any other entity / person shall be limited to housekeeping and maintenance of common areas, elevators, pump rooms, sewage treatment plant, internal roads, etc. The maintenance charges of the Apartment/Flat or any revised amount, collected hereinabove by the Promoter shall be payable to the Promoter or any other entity / person designated by the Promoter.

5.8 In case of the Purchaser/s availing any loan / finance from any bank/s or financial institution/s by mortgaging the Apartment/Flat/Flat for the purpose of making payment of the Purchase Price, the Purchaser/s undertake to direct such bank/s or financial institution/s to pay all such amounts towards the Purchase Price on their respective due dates as mentioned herein and the Purchaser/s shall ensure that such bank/s or financial institution/s disburse all such amounts through a cheque / demand draft / pay order drawn specifically in the name of 'M/S. AGASTYA INFRA' and payable at Mumbai.

5.9 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalment/s payable by the Purchaser/s by discounting such early payments at the rate of 6% per annum for the period by which the respective instalment/s has been preponed and the same shall be intimated by the Promoter to the Purchaser/s by way of a notice in writing calling upon the Purchaser/s to avail the rebate within the period specified in such notice on the terms and conditions more particularly contained therein.

## 6. GENERAL TERMS

6.1 The said Apartment/Flat is agreed to be sold subject to the following:

- a) That the name of the New Building shall always be collectively known as ' HIGH PAVILION ' and this name shall not be changed without the written permission of the Promoter;
- b) The Promoter shall have the exclusive right to control advertising, signage, etc. within the New Buildings till such time the New Building is transferred / conveyed to the said Society;

- c) The Purchaser/s shall be bound to comply with the rules, regulations in respect of the New Buildings including but not limited to bye-laws of the said Society;
- d) Any scheme or resolution or plan affecting the said Property or any part or part thereof made or to be made by any authority concerned including the terms, covenants, stipulations and conditions contained in the hereinbefore recited Agreement/s;
- e) Its present user is residential and other permissible users;
- f) The Purchaser/s declare/s and warrant/s that his / her / their / its interest and concern shall be confined to the Apartment/Flat and no other or further and notwithstanding anything contained herein or otherwise, the Promoter shall be at full and absolute liberty to revise alter or otherwise deal with the remainder of said Property or any part thereof in such manner as the Promoter deems fit and exigent and the Purchaser/s shall not directly or remotely interfere or create hindrance in the operations of the Promoter. This is one of the important terms of the Agreement and any breach thereof by the Purchaser/s shall tantamount to ipso facto termination hereof;
- g) The Promoter shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the common amenity area/ open space in such a manner desired by the Promoter including construction of residential and other apartments together with benefit of use and employment of and dealing with in all respects, all or any common areas facilities and amenities including common amenity area / open space of the New Buildings;

- h) It is expressly agreed by the Purchaser/s that should the Promoter desire to amalgamate or merge any particular apartment/s Flat/s with other Apartment/Flats (adjoining / above / below) into one and/or bifurcate any such Apartment/Flats into more than one unit, then the Promoter shall be at liberty to do and/or caused to be done all such acts, matters and things to effectuate such amalgamation / merger / bifurcation and as a consequence of such amalgamation, etc. any alterations, changes, additions, etc. takes place in the layout of such concerned Apartment/Flats including the inclusion, etc. of the semi exclusive passage/s and/or other area/s into such concerned Apartment/Flats amalgamated, etc. as above, the Promoter will be at liberty to do so, subject to obtaining all necessary permissions from the concerned authorities and the Purchaser/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and/or all matters of and incidental thereto and hereby grant/s irrevocable consent for the same provided nothing done by the concerned person/s shall directly affect or prejudice the Apartment/Flats herein agreed to be acquired by the Purchaser/s;
- i) Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said Property together with the structure/s standing thereon in general and for the benefit of any class of holders of any Apartment/Flats, as the case may be, or any part thereof;
- j) All rights of water, water drainage, water course, light and other easements and quasi or reputed easements and rights of adjoining owner/s (if any) affecting the same and to any liability to repair or

contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden;

k) It is further expressly agreed between the Parties that the Promoter shall have the right to construct and complete the Buildings within the time frame and in the manner provided herein. The Purchaser/s hereby give their consent and no objection to the Promoter to carry on and complete the construction of the Buildings, sell the Apartment/Flats contained therein for the consideration and on the terms and conditions as the Promoter deems fit and proper. The Purchaser/s agree not to create any obstruction or raise any objection whatsoever to the Promoter completing the construction of the Buildings and using the entire developable capacity of the said Property as the Promoter deems fit and proper;

l) For the aforesaid purpose and all purposes of and incidental thereto and/or for the more beneficial and optimum, use and enjoyment of the remaining portions of the said Property and/or any part thereof by the Promoter, the Promoter shall be entitled to grant, over, upon or in respect of any portion/s of the said Property all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other services in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part thereof, right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part

thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. It is agreed that for convenience (administrative or otherwise), the Promoter shall be at liberty in its sole discretion to do the following acts:

- i) It is made expressly clear that the ultimate conveyance deed/s in respect of the New Building/s shall contain such provisions which shall be accordingly framed and the rights and obligations thereof shall run with the said Property and shall be binding upon all the persons who are the holders of their respective apartments/flats comprised in the said Property as the Promoter may reasonably require for giving effect to and/or enforcing the restrictions, covenants and stipulations;
- ii) To sign and execute such documents, writings, etc. as may be required by the Society to enable the Society to accept and recognize the Purchaser/s as a member of the Society. If any admission fee and/or any other charges are required to be paid to the Society, the same is to be paid by the Purchaser/s alone. All costs, charges and expenses incurred in relation to costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s i.e. registration charges, etc. payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders of the apartments/flats, etc. in the said Buildings including the Purchaser/s. The Promoter shall not be liable to contribute anything towards such expenses.
- m) The Promoter shall ensure that the Society admits the Purchaser/s as members of the Society upon receiving the share money, application

and entrance fees, etc. or such other charges and fees as may be specified in the bye-laws of the Society.

- n) The Purchaser/s and the person to whom the Apartment is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the Society may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other Apartment/Flat holders in the New Buildings;
- o) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Apartment/Flat or of the said Property and the Buildings or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment/Flat hereby agreed to be sold to the Purchaser/s;
- p) The Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the Apartment/Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the New Buildings and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the apartments/Flats of the New Buildings in respect whereof, the Purchaser/s of such other apartments/Flats, as the case may be, shall have made default in paying his share of taxes, maintenance charges, etc.;

q) It is expressly agreed that the Promoter shall have an right and be entitled to put a hoarding on the said Property or any part of the Buildings including the terrace and/or on the parapet wall and/or on the said Property and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Buildings or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the New Building/s and the said Property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's, etc. The Purchaser/s hereby agree not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s and/or the Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter;

r) It is clarified that the Promoter shall never be liable or required to pay any transfer fees / charges and/or any amount, maintenance, compensation whatsoever to the Society for the sale or transfer of the unsold Apartment/Flats in the New Buildings or the said Property even

after the transfer / conveyance with respect to the New Building/s is executed in favour of the Society.

s) In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a registered Real Estate Agent , all amounts including taxes agreed as payable remuneration/ fees / charges for services/ commission/ brokerage to the said registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment.

## **7. CONSTRUCTION, DESIGN AND SPECIFICATIONS**

7.1 It is agreed that the said Apartment/Flat shall be of R.C.C. structure with normal brick with cement plaster only.

7.2 The Promoter shall confirm the final carpet area of the after the construction of the New Buildings is completed and the Occupation Certificate/ Completion Certificate has been granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Purchase Price payable for the Carpet Area Apartment/Flat shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 this Agreement.

7.3 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 authorities at the time of sanctioning the plans and approvals or thereafter and shall, before handing over possession of the Apartment/Flat to the Purchaser/s, obtain from the concerned local authorities Occupation Certificate / Completion Certificate in respect of the Apartment/Flat.

7.4 The common areas and facilities in the New Building/s are specified in the **Fifth Schedule** hereunder written. The Purchaser/s hereby agrees, declares and confirms that save and except the said specifications, fixtures, fittings and amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and amenities in the New Buildings / said Property. Further, though the Promoter has proposed to provide certain facilities as mentioned in the sanctioned plans, the Promoter has the right to add, alter, amend or delete any or all of the above facilities without being liable to the Purchaser/s in any manner whatsoever.

7.5 It is expressly agreed that the Apartment/Flat contains specifications, fixtures, fittings and amenities as set out in the **Sixth Schedule** hereunder written and the Purchaser/s confirm that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Apartment/Flat.

7.6 The Purchaser/s is / are aware that the perspectives / elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoter at its sole discretion may think fit and proper or as may be required by the concerned authorities to be made in them or any of them. Provided however that if such

changes adversely affect the Apartment/Flat, then the Promoter shall obtain the Purchaser/s prior written consent except where such changes are required by the authorities concerned or due to change in law.

7.7 It is specifically understood that the brochures, advertising and marketing material published by the Promoter from time to time in respect of the New Building/s is merely an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the New Buildings, colour schemes, vehicles, etc. to increase the aesthetic value only and is not factual. The brochure / master plan is the tentative projection of the whole plan of the said Property. There may / will be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the said Property shall not / may not be the same as in the brochure / master plan. The Promoter shall not be liable for such variations nor will the Purchaser/s question the Promoter regarding the same in any manner.

7.8 The sample Apartment/Flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the apartments/Flats and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment/Flat, other than as expressly agreed by the Promoter under this Agreement.

7.9 The Parties agree that the Promoter shall be entitled to develop the said Property in phase-wise manner and/or sector-wise manner as the Promoter may desire. The Promoter is retaining unto itself full rights for the purpose of providing ingress or egress to the Purchaser/s from the said Property in the

manner deemed fit by the Promoter and the Purchaser/s unequivocally consent / agree not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledge that hardship may be caused during such time and undertakes expressly never to object to the same.

7.10 Notwithstanding anything to the contrary or otherwise contained herein, pursuant to the rights of exploitation of the potential (now or future) of the said Property reserved unto the Promoter, the Promoter shall, at all times hereafter including before transfer / conveyance of the New Buildings in favour of the said Society, have unfettered and unrestricted right to avail the FSI as may be permissible and in the manner and ratio as the Promoter deem fit and in particular:

- i) To utilize such FSI now or hereafter available and relating to the said Property or any part thereof in any manner whatsoever in its entire discretion either on the said Property or any part thereof and/or in any other portion/s of any other contiguous or adjoining lands; Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. To utilize such FSI now or hereafter available by way of transfer of development rights, if permitted by the authorities in any other land/s wherever permissible;
- ii) To utilize FSI now or hereafter available as may be permitted in respect of variation or reduction of open spaces, etc. of the said Property in the

structure/s to be constructed on the said Property and/or any part thereof;

iii) In any of the aforesaid cases, the Promoter shall furnish to the Society all detailed particulars in respect of such utilization of (on completion of the development of the said Property) the FSI by the Promoter. The FSI (residual, additional, transferred or otherwise) in respect of the said Property not consumed will be available to the Promoter before and even after the transfer /conveyance of the Buildings in favour of the said Society as herein contained.

7.11 It is hereby agreed between the Parties that balance FSI / TDR if any in respect of the said Property belongs to the Promoter alone and that the Purchaser/s as also other Purchaser/s of various apartments/flats in the Buildings shall not have any right, title and interest therein. The Promoter shall be entitled to float the FSI / TDR as permissible /approvable as per provision of DCPR 2034 as amended from time to time of the said Property in the present scheme to any other property and vice versa if so permitted by the concerned authority.

7.12 The Promoter shall be entitled to utilize and/or take connections from all water pipe lines, storage tanks, sewages, drainage pipe lines, electric cables, electric lines and other conveniences and amenities of the structure/s now being or to be constructed for providing all such facilities conveniences and amenities

7.13 It is an express condition of this Agreement that all such agreements entered into by the Promoter with any person/s in respect of any apartments/flats comprised in the said Property and/or the structure/s thereon shall be binding on the Purchaser/s and all other Purchaser/s of the other apartments/flats in the New Building/s and that the Purchaser/s shall not be entitled to raise any

objection or do anything which would result in a breach of terms and conditions of the Agreement/s which are or may be entered into by the Promoter with other person/s with regard to such apartments/flats as aforesaid and the Purchaser/s hereby undertake/s and give/s his / her / its / their consent to the Promoter to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and executed by the Purchaser/s as the Purchaser of the Apartment/flat or as constituent/s of the Society as may be required from time to time to enable the Promoter to carry out its part of such agreement/s as aforesaid.

7.14 The Promoter shall construct the New Building/s with deficiency in open space and for the said purpose the Promoter has received the necessary permission/ approval from the concerned authority under Municipal Corporation of Greater Mumbai.

7.15 As per the offer letter dated \_\_\_\_\_, MHADA has allotted the land appurtenant to Office Building Nos. 13 & 14 on sharing basis. In lieu of the same, the Promoter has reserved 1,242 sq. mtrs. for MHADA in the said New Building/s.

## 8. TAXES AND OUTGOINGS

8.1 The Purchase Price is exclusive of all taxes, levies, duties, cess, etc. In addition to the Purchase Price, the Purchaser/s shall pay all other amounts mentioned herein as well as all the statutory taxes including Service Tax and/or Goods and Services Tax (GST) and/or Value Added Tax (VAT), levies, duties, cess, etc. (whether applicable / payable now or becomes applicable / payable in future),

whether on Purchase Price or on other amounts payable under this Agreement, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.

8.2 As long as there is a statutory obligation on the Purchaser/s, it shall deduct TDS in respect of each payment towards Purchase Price and simultaneously pay the same to the competent authorities and immediately provide proof of payment to the Promoter. The Purchaser/s shall deliver promptly to the Promoter and without default, the necessary TDS certificates for each payment made by the Purchaser/s enabling the Promoter to claim credit for the same. In the event of any default by the Purchaser/s in complying with the obligations above referred, the Promoter shall have a first and exclusive charge on the Apartment/Flat to the extent of the TDS amount that remains unpaid to the competent authorities and shall be entitled to recover the same from the Purchaser/s. The Purchaser/s hereby indemnify the Promoter from and against any losses, damages, demands, actions, disputes, claims, costs, charges and expenses of any nature whatsoever suffered or sustained by them against any claim or demand made directly or indirectly in respect of non-payment or insufficient payment of TDS to the competent authorities.

8.3 So long as each Apartment/Flat/s in the New Building/s are not being separately assessed for municipal taxes and water charges, the Purchaser/s shall pay to the Promoter a proportionate share of the municipal taxes and water charges assessed by the SPA/MHADA on the New Building/s and the common areas and the said Property. Such proportion shall be determined by the Promoter on the basis of the area of the said Apartment/Flat, however for the purpose of determining such proportion, the area of the unsold

apartments/Flats will not be taken into account. The Purchaser/s along with the other Purchaser/s will not require the Promoter to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Apartment/Flat and other apartments/flats which are not sold or disposed of by the Promoter even after the Buildings have been transferred / conveyed in favour of the said Society. In other words, any liability towards taxes or other outgoings, etc. in respect of the unsold apartments/flats, shall be borne and paid by the Purchaser/s including the Purchaser/s herein from the date the Purchaser/s are intimated to occupy the said Apartment/flat.

8.4 Subject to what is stated hereinabove, commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the Apartment/flat is ready for use, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property and the New Building/s including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, watchmen, sweepers and also other expenses necessary and incidental to the management and maintenance of the said Property and the New Building/s. For payment of the aforesaid, the Promoter shall first utilize from the amounts mentioned in the **Fourth Schedule** hereunder written. It is agreed that if the Promoter so require, the Purchaser/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoter to the Purchaser/s till the transfer / conveyance of the New Building/s to the said Society. Amounts paid by the Purchaser/s to the Promoter on account of outgoings and municipal taxes shall not carry any interest and the Promoter

shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoter until the transfer / conveyance of the said Apartment/Flat is executed in favour of the Society as aforesaid. Subject to provisions of RERA, on such transfer / conveyance being executed, the aforesaid amounts so collected (less deductions provided for this Agreement) shall be paid over by the Promoter to the Society. After the utilization of the amounts so collected under the **Fourth Schedule** hereunder written, the Purchaser/s undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5<sup>th</sup> (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest will be charged at the rate specified under RERA and the rules made thereunder as amended from time to time. The right of the Promoter to charge interest is without prejudice to any other rights under this Agreement and including right to terminate this Agreement, levy cancellation charges, etc.

## 9. **COMPLETION AND POSSESSION**

- 9.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the flat, to the Purchaser 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/flat to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in

case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.

9.2 The promoter shall provide conveyance of land and structure to the Society within three months from the date of obtaining full Occupancy Certificate.

9.3 After the Developer has handed over possession to the Purchaser/s of flats in the Free Sale Area, the said Society shall admit such Purchaser/s of flats in the Free Sale Area as members of the said Society in respect of their respective flats in the New Building within a period of 1 (one) month from the date of them receiving an intimation thereof, admit such Purchaser/s as members of the Society on the basis of the following documents / amounts, without demur or delay:

(i) Photocopy of the Agreement for Sale along with copies of stamp duty and registration receipt; and

(ii) A letter written by the Developer giving his no objection for admission of the Purchaser/s as a member of the Society; and

(iii) A letter written by the Developer specifying that no any charge is created on the respective flats of the Purchaser/s by it along with details of banks, financial institutions which has provided loan to the Purchaser/s; subject however to the condition that the Prospective Purchasers will be bound by the Bye-Laws of the Society.

9.4 It is further agreed that the Purchaser/s shall be entitled to the benefits accruing out of the capital in the account of the Society, held in the name of

the Society in respect of their respective flats. It is agreed that the Existing Members of the said Society shall be entitled to have hold, use, occupy, possess and enjoy the Members New Premises, to be allotted to them, on ownership basis as the owner/s thereof and in his / her / their capacity as a member/s of the Society. The Purchaser/s of flats in the Free Sale Area shall be entitled to have hold, use, occupy, possess and enjoy their respective flats as may be allotted to them on ownership basis as the owner/s thereof including right to use the car parking spaces (basement/tower/stack/Hydraulic parking which will be permissible by the authority) and the Society shall confirm all such allotment and right to use on receipt of the registered Agreement for Sale pertaining to the same and all the balance car parking spaces in the new building shall be retained by the Developer for allotment to Purchaser/s of the Developer's Premises; The said Society shall admit such Purchaser/s of flats in the Free Sale Area as members of the said Society in respect of their respective flats in the New Building subject however to the condition that the Purchaser/s shall become members of the said Society and will be bound by the Bye-Laws of the Society;

9.5 The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20 . 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 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of 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.

9.6 The Purchaser/s shall make payment of all the instalments mentioned hereinabove along with all the other amounts mentioned herein including amounts mentioned in the **Third Schedule** hereunder written. The Purchaser/s shall take possession of the Apartment/Flat within 15 (fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the Apartment/Flat is ready for use and occupation. In the event the Purchaser/s fail and/or neglect to take possession within the specified period, it shall be deemed that the Purchaser/s have taken possession from the date of such intimation and that date shall be deemed to be the "**Date of Possession**" and all obligations of the Purchaser/s related to taking possession of the Apartment/Flat shall be deemed to be effective from the Date of Possession. The Purchaser/s hereby agree and undertake that the Purchaser/s shall not be entitled to claim any compensation and/or termination of this Agreement once possession of the Apartment/Flat has been offered by the Promoter. Such written notice for handing over possession shall be given by the Promoter to the Purchaser/s within 3 (three) months after receipt of occupation certificate / completion certificate provided SPA/MHADA has given the water connection and the electricity company has given the connectivity of electricity.

9.7 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.

It is however expressly agreed that due to any changes made by the Purchaser/s in the Apartment/Flat and/or the Buildings or by others occupying the Buildings, then the Promoter shall not be liable for such repairs.

## **10. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S**

### **10.1 The Purchaser/s represents and warrant to the Promoter that:**

- a) he/she has not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up, as the case may be;
- b) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser/s or all or any of his/her assets and/or properties;
- c) none of his/her assets / properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- d) no notice is received from the Government of India (Central, State or Local) and/or from abroad for his/her involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against it;

- e) no execution or other similar process is issued and/or levied against him/her and/or against any of his/her assets and properties;
- f) he/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- g) he/she has not compounded payment with his creditors;
- h) he/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- i) he/she is competent to contract and enter into this Agreement as per the prevailing Indian Laws.

The Promoter considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement in reliance of the same.

## **11. COVENANTS OF THE PURCHASER/S**

11.1 The Purchaser/s by himself / herself / themselves with intention to bind all persons into whose hands the Apartment/Flat and other Apartment/Flats may hereinafter come, even after the New Building/s are transferred / conveyed in favour of the Society, is executed, hereby covenant/s with the Promoter as follows:

- a) Not to do or suffer to be done anything in or to the Buildings, the Apartment/Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change / alter or make addition in or to the Buildings or to the Apartment/Flat itself or any part thereof and to maintain the

Apartment/Flat at the Purchaser/s own cost in good repair and condition from the date on which the Purchaser/s are permitted to use the Apartment/Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities;

- b) Not to store anything on the refuge floor nor store any goods in the Apartment/Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Buildings and in case any damage is caused to the Buildings on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his / her / their / its own costs;
- c) To carry out at his / her / their / its own cost all internal repairs to the Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the elevation of the New Building/s in which the Apartment/Flat is situated or to the Apartment/Flat which may be prohibited by the rules, regulations and bye-laws of the concerned local authority or other

public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- d) Not to change the user of the Apartment/Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment/Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or refuge areas;
- e) Not to demolish or cause to be demolished the Apartment/Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment/Flat or any part thereof and keep the portion, sewers, drains, pipes in the Apartment/Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the New Building/s;
- f) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building/s and not cover / enclose the planters and service ducts or any of the projections from the Apartment/Flat, within the Apartment/Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parris or other structural members in the Apartment/Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external

/ dead walls of the Buildings or do any act to affect the FSI potential of the said Property;

- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the New Building/s or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- h) Not to delay / default in payment of the amounts to be paid to the Promoter as per the **Third Schedule** hereunder written in addition to the amounts collected as per the **Fourth Schedule** hereunder written and pay within 7 (seven) days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, SPA/MHADA for giving water or any electric supply company for giving electricity or any other service connection to the New Building/s;
- i) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time;
- j) Shall not violate and shall observe and perform all the rules and regulations which the Society / Condominium / Company may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Buildings and the Apartment/Flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and

other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by Society / Condominium / Company regarding the occupation and use of the said Apartment/Flat in the Buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

k) Shall not do or permit or suffer to be done anything in or upon the Apartment/Flat or any part of the New Buildings which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining Apartment/Flats or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining Apartment/Flats of the Buildings and the Purchaser/s shall not hold the Promoter so liable;

l) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment/Flat or in or on the common stairways, refuge areas, corridors and passage ways in and of the New Building/s;

m) Shall never in any manner enclose any flower beds / pocket terraces and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in

the Apartment/Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the Apartment/Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the Apartment/Flat to its original state;

n) Not to affix sign boards, name boards, display boards, advertisements or neon lights in or about the Apartment/Flat or any portion thereof save and except the designated portion in the Apartment/Flat namely, the name plate board at the entrance of the Apartment/Flat; and the same shall be of such size and nature as the Promoter shall specify in writing;

o) The Purchaser/s shall not let, sub-let, license, transfer, sell, assign, partition, or part with the occupation of the Apartment/Flat or any part thereof until all the dues payable by the Purchaser/s to the Promoter under the Agreement are fully paid up and only if the Purchaser/s have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has taken prior permission in writing from the Promoter which permission shall be given on such terms and condition as the Promoter may decide;

p) It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the Purchaser/s in respect of the said Premises, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title and interest in the said New Building and/or in the said Property, or any

part thereof in any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said Property and the same shall be binding on the Purchaser/s.

q) The Purchaser/s hereby consents/s and authorize/s the Promoter to raise any finance by way of mortgage of the said Property and/or the New Building/s or any portion thereof, to the exception as hereinafter, if as and when so deemed necessary by the Promoter. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer otherwise deal with their right, title and interest in the said Property and/or the New Building/s to be constructed thereon, save and except the Apartment/Flat which is subject of present Agreement provided that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s in respect of the Apartment/Flat agreed to be purchased by the Purchaser/s in terms of this Agreement. It is further expressly agreed and understood by the Parties or their successors in title that the provisions of the clause relating to mortgage cannot at any time, hereinafter adversely affect or prejudice the rights granted in favour of the Purchaser/s in respect of the Apartment/Flat agreed to be purchased by the Purchaser/s in terms of this Agreement;

r) Without making full and complete payment of the Purchase Price, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, transfer, mortgage, create charge, etc. or otherwise deal with or dispose of the Apartment/Flat or any part thereof. Such consent

/ refusal shall be at the sole discretion and at such cost as may be decided by the Promoter;

s) The Promoter shall have a first charge or lien on the said Apartment/Flat/ in respect of any amounts payable by the Purchaser/s under the terms and conditions of this Agreement.

t) The Purchaser/s hereby expressly agree and covenant with the Promoter that in the event of the Buildings being ready for occupation and possession along with the part Occupation Certificate in respect thereof along with proper water supply of BMC, electricity, fully operational lifts and car parking spaces in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building/s on the said Property. The Purchaser/s further confirm that he / she / they / it shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the Promoter.

## 12. EVENTS OF DEFAULT AND TERMINATION

12.1 The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of the following events ("**Events of Default**"):

a) If 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, 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, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (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/Flat which may till then have been paid by the Purchaser to the Promoter.

d) If the Promoter is of the opinion and/or belief that any of the representation, declarations and/or warranties, etc. made by the Purchaser/s in the Booking form, Acceptance Letter, Allotment Letter, this Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;

e) If the Promoter is of the opinion and/or belief that the Purchaser/s is / are an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or

any time thereafter and/or it is apprehended that the Purchaser/s is / are likely to default in making payment of the amounts mentioned in this Agreement;

f) If the Purchaser/s has / have been declared and/or adjudged to be insolvent, bankrupt, etc. and/or ordered to be wound up;

g) If the Purchaser/s is / are convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

h) If a receiver and/or liquidator and/or official assignee or any other person is appointed in respect of all or any of the assets and/or properties of the Purchaser/s.

j) If the Purchaser/s have received any notice from the Government of India (Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

k) On happening or occurring of any of the Events of Default, then and in that event, the Promoter shall without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoter shall give 1 (one) month notice in writing to the Purchaser/s to rectify / remedy such breach and during the notice period, the Purchaser/s shall be liable to bear and pay interest at the rate specified under RERA and the rules made thereunder as amended from time to time on the due and payable amount and shall be entitled (but not obliged) to: (i) terminate this Agreement; and (ii) forfeit 10% (ten percent) of the Purchase Price. Upon the Promoter terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever against the Apartment/Flat or any part thereof and/or against the Promoter and the

Promoter shall be entitled to deal with and dispose of the Apartment/Flat at their sole discretion and as they deem fit.

12.2 Notwithstanding anything contained herein, in case of any delay or default by the Purchaser/s in making payment of any of the amounts and/or instalments of any amount payable under this Agreement including notice period as mentioned herein or otherwise, the Promoter shall, without prejudice to any other rights or remedies that they may have against the Purchaser/s, including the right to terminate and forfeit 10% (ten percent) of the Purchase Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter interest on all outstanding amounts at the rate specified under RERA and the rules made thereunder as amended from time to time from the due date till the date of actual payment. It has been also agreed that in case of every delay in payment of any instalments / amounts hereunder, the Purchaser/s shall be liable to pay an additional amount of Rs.50,000/- ( Fifty Thousand Only) as administrative fee for every instalment / amounts delayed.

12.3 If the Promoters fail to abide by the time schedule for completing the project and handing over the flat to the Purchaser/s, then in that event the Promoters 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.

### 13. MISCELLANEOUS

- 13.1 All the recitals hereof shall form an integral part and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
- 13.2 Providing 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 and Annexures 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 of Assurances as and when intimated by the Promoter. If the Purchaser/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 concerned Sub-Registrar of Assurances as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying such a default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, allotment of the Apartment/Flat in favour 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.
- 13.3 This Agreement is presently governed by the provisions of RERA and other applicable laws for the time being in force subject to any other ordinance, regulations, statute, etc. being enacted by the Government to regulate and provide for promotion, construction, sale, management and transfer of Apartment/Flats on ownership basis in Maharashtra.
- 13.4 The Purchaser/s hereby agree to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from

or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying / performing his / her / their / its obligations under this Agreement

13.5 Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s shall not in any manner prejudice the rights herein mentioned of the Promoter.

13.6 The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accept no responsibility / liability in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status

of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in the application / allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

- 13.7 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D. / Under Certificate of Posting / Courier or by Hand Delivery or by Fax, E-mail to the address of the addressee at his / her / their / it address hereinafter mentioned or as may be existing in the records of the Promoter based on the information and details provided by the Purchaser/s.

To the **Promoter** : **M/S AGASTYA INFRA**

Ground Floor , Shop No 07 , Bldg No. 17-19, Royal Stone

Bldg , Kannamwar Nagar 1 , Gajanan Maharaj Chowk , Vikhroli ( East )

Mumbai - 400 083,

E-mail: Agastyainfra23@gmail.com

To the **Purchaser/s**:

(Purchaser Name and Details)

13.8 For the purposes of this transaction, the details of income tax permanent account number of the Promoter and the Purchaser/s are as follows:

Promoter : ACAFA2113Q

Purchaser/s :

13.9 The Purchaser/s shall bear and pay all the amounts payable towards registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Apartment/Flat including that is payable on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser/s account.

13.10 The Purchaser/s hereby declare that he / she / they / it has gone through this Agreement and all the documents related to the said Property and the said Apartment/Flat and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agree not to raise any dispute or objection in regard to the same.

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

**14. GOVERNING LAW :**

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**ALL THAT** piece or parcel of land or ground bearing CTS No. 356 Survey No. 113 (Part) of Village Hariyali, Taluka Kurla admeasuring 1021.05 Sq. mtrs./ plot area as per MHADA demarcation at admeasuring 1087 sq. mtrs. or thereabouts (hereinafter referred to as **“the said Land”**) together with a building being Building No. 229, standing thereon comprising Ground plus four upper floors (hereinafter referred to as **“said Building”**) lying, being and situate at the Kannamwar Nagar-1, Mhada Layout, Vikhroli (East), Mumbai, Maharashtra – 400 083.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

**(Description of the said Apartment/Flat)**

Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. (carpet area as per RERA) on the \_\_\_\_\_ Floor in \_\_\_\_\_ Wing of the building to be known as ‘ High Pavilion ’ constructed conjointly on the said First Property more particularly described in the **First Schedule** hereinabove

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**

**(Payment Schedule)**

<b>Particulars</b>	<b>% Demand</b>	<b>Amount ( in Rs.)</b>
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<b>Before Execution Of Agreement</b>	<b>10%</b>	
<b>On Execution Of Agreement</b>	<b>10%</b>	
<b>Plinth Completion</b>	<b>15%</b>	
<b>Completion of 6 th Slab</b>	<b>10%</b>	
<b>Completion of 12 th Slab</b>	<b>10%</b>	
<b>Completion of 18 th Slab</b>	<b>10%</b>	
<b>Completion of 24 th Slab</b>	<b>10%</b>	
<b>Completion of Brickwork</b>	<b>8%</b>	
<b>Completion of Plaster</b>	<b>7%</b>	
<b>On Completion of Liftwell, Staircase, Lobby upto Floor Level of said Apartment</b>	<b>5%</b>	
<b>On Possession</b>	<b>5%</b>	
<b>Total Cost:</b>	<b>100%</b>	

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**

**(Other Contributions)**

<b>Other Contributions</b>	<b>Amount (Rs.)</b>
Towards provisional outgoings Maintenance Charges etc. for 12 months.	«MT»
18% GST	«GST»
<b>Total Charges:</b>	«Total_MT»
<b>Corpus to be paid directly to the society</b>	

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**( Description of Common Areas and Amenities in the said Building)**

A.) Description of the Common areas Provided:

	Types of Common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size /area of the common areas provided
i.	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ii.	Not Applicable	Not Applicable	Not Applicable	Not Applicable
iii.	Not Applicable	Not Applicable	Not Applicable	Not Applicable

B.) Facilities /amenities provided /to be provided within the building including in the common area of the building:

	Types of facilities /amenities provided	Phase Name /number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society /common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ii.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
iii.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

C.) Facilities /amenities provided / to be within the layout and /or common area of the Layout:

	Types of facilities /amenities provided	Phase Name /number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society /common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ii.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

iii.	Not Applicable					
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D.) The size the location of the facilities /amenities in form of open spaces (RG/PG etc.) Provided/ to be provided within the plot and / or within the layout.

	Types of open spaces (RG/PG) to be provided	Phase name /number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of the handing over to the common organization
i.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ii.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
iii.	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

E.) Details and specifications of the lifts:

	Types of Lift (Passenger / service /stretcher/ goods /fire evacuation /any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/Sec)
i.	Passenger Lift	2	6	1
ii.	Stretcher Lift	2	8	1

### **Schedule 5.1 – Other Specifications**

1. The building shall have **R.C.C.( mivan )** Frame Structure.
2. Water supply will be arranged by providing water tank underground and overhead with pumping Facilities as per prevailing rules of BMC.
3. Two lifts of the good quality of Kone or equivalent would be provided in each wing.
4. Building will be painted with cement paint from outer side and flats shall be P.O.P. finishes with paints from inside.
5. Rooftop Amenities would be provided

#### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

##### **(Internal Specifications of the said Apartment/Flat)**

#### **1. Wall Finish:**

Living Room: Putty Finished Wall

Bedroom: Putty Finished Wall

Kitchen: Putty Finished Wall

Toilets: 7" Ft Dado Tiles

OBD Finished Paint Internally

Externally weather shield acrylic paint

Internal walls with Putty Finish

#### **2. Flooring:**

Living Room with Vitrified Tiles

Bedroom Vitrified Tiles

Kitchen Vitrified Tiles

Toilets-Anti skid Ceramic Tiles

Lift Lobbies- Granite/Kota/Tiles

**3. Doors & Windows:** Main Door- Wooden Frame with attractive designer door and  
brass fittings/ SS Fittings

Bedrooms- Wooden Frame with laminated flush doors

Toilet- Granite Frame with laminated flushdoor

3 Track Powder coated aluminium sliding window

**4. External Façade:** Cement paving blocks/ Concrete Road

**5. Provisions:** Concealed plumbing with standard CP Fittings and Sanitary  
Fixtures

Concealed wiring with sufficient modular switches

TV Point in Master Bed and Living room

AC Point in Master Bed

**6. Kitchen:** Granite Top Kitchen Platform with SS Sink

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective  
hand and seal the day and year first herein above written.

**SIGNED AND DELIVERED** )

by the within named the "**Promoter**" )

**M/S AGASTYA INFRA** )

Through its Partners

\_\_\_\_\_

\_\_\_\_\_

vide Power of Attorney dated \_\_\_\_\_

in presence of...

1.

2.

**SIGNED AND DELIVERED** )

by the within named "**Purchaser/s**" )

1. **Purchaser Name** )

2. \_\_\_\_\_

in presence of...

1

2.

### RECEIPT

Received of and from the Purchasers an aggregate sum of Rs. \_\_\_\_\_ /- (In words) on

or before the execution of this Agreement in the following manner.

Sr. No	Cheque No.	Date	Bank	Amount
1				
2				
<b>Total Amount:</b>				

**WE SAY RECEIVED FOR**

**M/S AGASTYA INFRA**

**Partner**

**Witnesses:**

**1.**

**2.**

Housiey.com