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AGREEMENT FOR SALE OF FLAT

THIS **AGREEMENT** made at Mumbai this ____ day of _____, Christian Year Two Thousand Twenty-_____ (20___)

BY AND BETWEEN

M/s. GURUKRUPA REALCON INFRASTRUCTURE DEVELOPERS, a registered partnership firm incorporated under the provisions of the Indian Partnership Act and having its office at C-106, Vashi Plaza, Sector-17, Vashi, Navi Mumbai - 400 703, Having **LLPIN** (_____) and Permanent Account Number (**PAN:** _____) and represented by its partners, **Mr. Mahesh Lira Verat and Mrs. Urmila Mahesh Verat**, hereinafter referred to as "**Developer**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner) of the **FIRST PART**;

AND

1. _____, Age: _____ Years, (PAN: _____);
2. _____, Age: _____ Years, (PAN: _____), Indian Inhabitant/s having his/her/their address at _____, hereinafter referred to as the '**FLAT PURCHASER(S)**' (which expression shall unless repugnant to the context or meaning thereof mean and include as individual his/her/their/its heirs, executors, administrators and permitted assigns/their respective heirs, executors, administrators and permitted assigns; and/or in case of a partnership firm, executors, administrators or the permitted assigns of such last survivor of them; and/ or in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **SECOND PART**

The Developer and the Purchaser(s) are hereinafter for the sake of brevity collectively and jointly referred to as "**PARTIES**" and individually as "**PARTY**".

WHEREAS:

1. Maharashtra Housing and Development Authority (hereinafter referred to as "**MHADA**") is the owner of plot of Land admeasuring approximately 15,781.90 square mt. bearing plot no. 195/191 (hereinafter referred to as "said Larger Plot"). In or about the year 1980, MHADA sub-divided the said Larger Plot by metes and bounds into 11 plots and constructed 13 buildings thereon. Out of the said 13 buildings, two buildings namely building no.3 known as 'Ankur' and building no.4 known as 'Alaknanda', were constructed co-joined (connected by a common pillar), treating said two plots as one common plot. in the registration Sub-District of Mumbai, Mumbai District, consisting of 28 tenements in the building No. 04 more particularly mentioned in the **FIRST SCHEDULE OF THE PROPERTY** herewith (Hereinafter referred to as the "**SAID PROPERTY and SAID PLOT**"). The 28 tenants together later formed a Co-operative Housing society and named it as "**JUHU ALAKNANDA CO-OPERATIVE HOUSING SOCIETY LIMITED.**" and registered it under 'Maharashtra Co-operative Societies Act, 1960', Bom (W-KW) Hsg. (OH) 1351/84-85, registered on 30th November, 1984, for the sake of brevity hereunder referred to as "**THE SAID SOCIETY**".
2. Pursuant to the Indenture of Lease dated **30th August, 1997** (hereinafter referred to as the "Indenture of Lease") executed by MHADA as the Lessor and the Society as the Lessee registered in the Office of the Sub-Registrar of Assurances at Andheri, Mumbai Suburban District, vide Serial no. BDR/1/796/97, MHADA demised unto the Society, a portion of the said Larger Plot admeasuring approximately 1165.01 square metres, bearing CTS NO. 02 (PT.) VILLAGE VILE PARLE AND CTS NO. 195/191A (PT.) VILLAGE ANDHERI, GULMOHAR CROSS ROAD NO.10, J.V.P.D SCHEME, Mumbai 400 049 (hereinafter referred to as "said Leased Land") at or for the term of ninety/ninety-nine years as recorded therein, commencing from 1st July, 1983 and upon the terms and conditions as contained therein;
3. Pursuant to the **Deed of Sale** dated **30th August, 1997** executed by MHADA as the Vendor and the Society as the Purchaser, registered in the Office of the Sub-Registrar of Assurances at Andheri, Mumbai Suburban District, vide Serial no. **BDR/1/797/97** (hereinafter referred to as the "Deed of Sale"), MHADA sold, conveyed, transferred and assigned to the Society the building standing the said Leased Land known as "Building No.4 /Alaknanda" (hereinafter referred to as the "Existing Building");
4. In the premises aforesaid the said Society is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said Land and is the owner of the old Building standing thereon and the old Building are hereinafter collectively referred to as the "**said Property**" which is more particularly described in the **First Schedule** hereunder written;

5. The said tenants or existing members of the Said Society having rights and being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property having good and marketable title and are also entitled to deal with and/or assign/let/transfer the same in any manner and/or consume the additional / enhanced FSI as agreed under "total FSI" as may be allowed by M.H.A.D.A. or concerned competent authorities from time to time and also to undertake redevelopment project/ scheme on the said property, but with prior permission of the M.H.A.D.A. and concerned competent authorities.
6. In view of the age and condition of the Existing Building, the condition of the old Building has deteriorated over time and requires extensive repairing. The repairing cost of the old Building shall be substantial, which the present members are not in a position to pay. Hence, all members decided to redevelop the said old building and for that purpose the said society followed the due process of law as provided under Section 79(a) of Maharashtra Co-operative Societies Act 1960 and to that effect the members at large decided to appoint Developer in their Special General body meeting on **19th November, 2022**. The Developer vide its resolution resolved to undertake and implement Redevelopment of the Said society. Therefore, the schemes/objectives of proposed redevelopment project agreed between the Developer and the Society was;
 - (i) To demolish the existing said building, to commence the construction of new building as per eligible FSI, Intimation of Approval, Approved plans and drawings, Commencement Certificate, other permissions, etc., obtained/ to be obtained from M.H.A.D.A. and/or concerned competent authorities.
 - (ii) To allot 28 new flats to existing members of the said society inhabitant of the said Building.
 - (iii) To sell the proposed "New Premises/Flats" (other than society's existing members new premises/flats) forming part of "The Saleable Area/s of the Developer" at such terms and conditions as the Developer" may deem fit and proper, to receive the sale proceeds/money in respect thereof and execute agreement/s for sale with prospective buyers/flat Purchaser(s), handover vacant and physical possession upon obtaining Occupation Certificate.

Hence, the new apartments/flats of the existing members of the society and new apartments/Premises/Flats" (other than society's existing members) forming part of the Saleable Area/s of the Developer collectively called as "**THE SAID PROPOSED BUILDING**".

7. The developer has acquired the "Development Rights" for the proposed redevelopment project of the said building by and virtue of:
 - a. A **Development Agreement** duly registered at the Sub-Registrar of assurances on **23rd November, 2022**, under **Sr. No. BDR-9-17030-2022** and **Supplementary Development Agreement** duly registered at the Sub-Registrar of assurances on **03rd March, 2023** under **Sr. No. BDR-9-3772-2023** duly executed between Developer, Said Society and the existing members of the said society.
 - b. A "**Power of Attorney**" executed by the Said Society in the name of Developer to do various acts, deeds, matters and things for the development of said Property which is duly registered with the sub-registrar of assurances under **Sr. No. BDR-9-17031-2022, dated 23rd November, 2022** thereby appointed "Developer" consisting of partners (i) "Mr. Mahesh Lira Verat" and (ii) "Mrs. Urmila Mahesh Verat", as the true and lawful attorney of the existing 28 Members and of the Society for furtherance of the proposed redevelopment project, until its completion thereof. Copies of Index-II of the registered Development Agreement & Supplementary Development Agreement is annexed and marked as **ANNEXURE- A**.
8. The Developer shall execute the 'Permanent Alternate Accommodation Agreement' with the existing members of the said society and the said society through its

'Managing Committee and all being individually registered before Sub-Registrar of Assurances under respective serial numbers. The Developer has perfectly affected the terms and conditions of allotments and transfer of the ownership of 28 (Twenty-Eight) proposed New flat/New tenements unto each of the existing members of the Society and agreed to provide 28 mechanical car parking to the existing society exclusively.

9. The existing members of said Society jointly have handed over vacant, peaceful and physical possession of their individual tenement and also old building mentioned in **SCHEDULE ONE** herewith, to the Developer for the redevelopment, on the basis of approvals and permissions issued by MHADA and other competent Authorities for demolition and further development of the old building. Therefore on the basis of No Objections (N.O.C.), Intimation of Approval (I.O.A.), Amended Approved Plan/s, Commencement Certificate for plinth and other requisite permissions, sanctions etc. received from M.H.A.D.A. and/or M.C.G.M. and/or concerned competent authorities, Developer shall demolish the Said old Building and other structure/s standing thereon and shall commence the construction of new building/s consisting of mechanical parking + maximum upper floors to be known as "**GURUKRUPA ALAKNANDA**" as per the approvals and the permissions in the Offer Letter/s, and have complied with the terms and conditions appearing therein. The Developer has made payments to M.H.A.D.A. and/or concerned competent authorities towards premium for securing FSI and other permissions and made payment to the Existing members of the said Building towards various heads of expenses to secure temporary alternate accommodation etc. and that the entire scheme of proposed redevelopment project shall be executed as per permissions obtained/ to be obtained from time to time and the terms and conditions as appearing in the Development Agreement. Collectively attached hereto are all requisite permissions, Approvals, Resolution as **ANNEXURE-B**.
10. The Developer have registered the said Project under the provision of the RERA and the RERA Rules with the Real Estate Regulatory Authority ("**RERA Authority**") at Mumbai under No. (RERA No. _____) on (Date _____). A copy of RERA Registration Certificate issued by the Authority is annexed and marked hereto as **ANNEXURE- "C"**;

(The relevant details attached to this Agreement are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
11. AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
12. AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s Ingenious Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
13. AND WHEREAS the authenticated copies of Certificate of Title issued by the of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.
14. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1. AND WHEREAS the authenticated copies of the plans of the Layout as

proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

15. AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.
16. AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
17. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
18. AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
19. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, Mechanicals, and maximum 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.
20. 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 Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
21. Upon understanding the scheme/objectives of proposed redevelopment project. The Purchaser(s) after having investigated and after being fully satisfied with all documents in respect of title of the Said Society and rights of the Developer for said Proposed Redevelopment Project and hereby confirms that he/she/they shall not be entitle to raise any requisition or objection or have any dispute in that behalf. The Flat purchaser requested the Developer to allot him/her/them ____ **BHK Flat**, RERA carpet of ____ **Sq. Mt.** + ____ **Sq. Mt** Balcony Area, total ____ **Sq. Mt** Area in _____ wing in the under-construction redevelopment project with ____ **Mechanical Car Parking** in the New Building to be constructed on the said Proposed Redevelopment Project Land, which Flat as more particularly mentioned in **SECOND SCHEDULE and** shown in color hatch lines on the typical floor plan annexed and marked as **ANNEXURE- D** hereto (hereinafter referred to as the "**SAID FLAT**") for the consideration of **Rs. _____/- (Rupees Only)**, (hereinafter referred to as the "**SAID SALE PRICE**") and on the terms and conditions described hereunder written.

Type	Wing	Flat No.	Flat Area (RERA)	Balcony Area	Total Area
__ BHK	___	___	___ Sq. Mt.	___ Sq. Mt.	___ Sq. Mt.

22. AND WHEREAS the carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.
23. AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
24. AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____) only, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
25. That both the parties after signing, shall present this agreement at the applicable registration office for registration within the time limit prescribed by the Registration Act and Developer or their Constituted Attorney will attend such Sub-Registrar's office and admit the execution thereof.
26. Under section 13 of the RERA, the Developer are required to execute a written Agreement for Sale in respect of the said Flat agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents and also to register this Agreement under the Indian Registration Act, 1908;
27. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the flat and the covered parking.

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

1. RECITAL TO FORM AN INTEGRAL PART

All the aforesaid recitals and representations hereinabove shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and the same are to be interpreted, construed and read accordingly.

2. DEFINITIONS AND INTERPRETATIONS

In the agreement, (i) Capitalized terms defined by inclusions in quotations and/or recitals and/or parenthesis have the meanings so ascribed and described and (ii) The following terms shall have the following meanings assigned to them;

a. "THE SOCIETY"

'The Society' shall always mean and include the "**JUHU ALAKNANDA CO-OPERATIVE HOUSING SOCIETY LIMITED**, A society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. Bom (W-KW) Hsg. (OH) 1351/84-85, registered on 30th November, 1984 and having its registered office at Building No. 04, Gulmohar Cross Road No. 10, J.V.P.D, Mumbai - 400 049, and comprising of 28 members. 'The Flat Purchaser/s' of respective flats in the newly redeveloped shall be inducted as the incoming members of 'The Society'.

b. "M.H.A.D.A."

'M.H.A.D.A.' shall always mean and include (i) Maharashtra Housing and Area

Development Authority, herein referred to as M.H.A.D.A. (ii) Maharashtra Housing and Area Development Board (M.H.A.D.B.) and (iii) Mumbai Buildings Repairs and Reconstruction Board (M.B.R.R.B.) a statutory corporation constituted under Maharashtra Housing and Area Development Authority Act - 1976 (MAH-XXVIII of 1977), having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai - 400051, hereinafter referred to as 'M.H.A.D.A.'

c. **"M.C.G.M."**

'M.C.G.M.' shall always mean and include Municipal Corporation of Greater Mumbai, a statutory corporation constituted under Bombay Municipal Corporation Act, 1988, having its Head Office at Brihanmumbai Municipal Corporation Building, Opp. Chhatrapati Shivaji Maharaj Terminus, Fort, Mumbai - 400001 and other offices in the respective Wards of Mumbai (City, Suburbs and Extended Suburbs).

d. **"RERA"**

'RERA' shall always mean and include The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

e. **"CONCERNED COMPETENT AUTHORITIES"**

'Concerned Competent Authorities' shall always mean and include all the departments of M.H.A.D.A. and/or M.C.G.M. and/or Collector, Tahsildar, Surveyor Land Records, Airport Authority of India, Honorable Courts etc. capable, competent and authorized to grant, allow, disallow etc., all the requisite permissions/sanctions etc., for the further of proposed redevelopment project, until its completions thereof.

d. **PROPOSED REDEVELOPMENT PROJECT**

The Proposed Redevelopment Project' shall always mean and include the building/s to be constructed on all that plot and/or piece or parcel of land bearing corresponding forming part of bearing City Survey No. 195/191A(Pt), Survey Nos. 106A & 287, Village Andheri, & City Survey No.2(part) of Village Vile Parle, JVPD Scheme MHADA Layout, Gulmohar Cross Road No.10, K- West Ward, Juhu, Mumbai 400 049 and the said under construction building shall be known as "**GURUKRUPA ALAKNANDA**". The New Building shall comprise of mechanical car Parking + maximum upper floors.

e. **CARPET AREA AS PER RERA**

'Carpet Area as per RERA' shall always mean and include that the carpet area is means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment."

f. **THE REQUISITE DOCUMENTS TO SELL NEW FLATS**

'The Requisite Documents to Sell the New Flats' shall always mean and include issuing and/or accepting and/or handing over (i) Application Form (ii) Allotment Letter / Reservation Letter of Flat (iii) Demand Letter/s for Payments towards Instalments due, (iv) Notices, 'No Objection Certificate' (N.O.C.) for obtaining Home Loan/s, Mortgage etc. (v) Receipts of Payments (vi) Entering and Executing Agreement for Sale, Sale Deed, etc. (vi)and/or in case/s of cancellation to issue Letter for Cancellation of Allotment/ Cancellation of Reservations of Flat (vii) Cancellation Deed/Rectification Deed (viii) Possession Letter and/or any other documents, ancillary to such deals which the /Developer' may require to enter into in future, from time to time, with the Prospective Buyer/ Flat Purchaser(s), as the case may be. The documents mentioned above are indicative and not exhaustive.

g. **THE SALEABLE AREA OF THE DEVELOPER**

That in future, from time to time, Developer is entitled to load, use, utilize, either in parts or in full all the FSI as mentioned under 'Total F.S.I.' upon utilizing and/or consuming the 'Total F.S.I.', new flats shall be constructed in the new 'Said Building' being the proposed 28 (Twenty-Eight) New Flats' allotted to 'The Existing Members of said Society', the remaining proposed 'New Flats' to be constructed in the building, shall always be the part of the "Saleable Areas of the Developer'.

3. PURCHASE OF THE SAID FLAT/PREMISES AND SALE PRICE

3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/ ___ BHK flat on ___ Floor, ___ Wing and having Flat No. ___ admeasuring; RERA carpet of ___ Sq. Mt. + ___ Sq. Mt Balcony Area, total ___ Sq. Mt Area in ___ wing with ___ Mechanical Car parking (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 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 Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

3.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ___ situated at ___ Mechanical being constructed in the layout for the consideration of Rs. _____/- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ___ situated at ___ Basement and/or stilt and /or ___ Mechanical being constructed in the layout for the consideration of Rs. _____/-. 1(b) The total aggregate consideration amount for the flat including garages/covered parking spaces is thus Rs. _____/-

3.3. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only)

PAYMENT	
PARTICULARS	PERCENTAGE
On Booking (Including of token amount)	10%
On Completion of Excavation	20%
On Completion of Plinth	15%
1st Slab	2%
2nd Slab	2%
3rd Slab	2%
4th Slab	2%
5th Slab	2%
6th Slab	2%
7th Slab	2%
8th Slab	2%
9th Slab	1%
10th Slab	1%
11th Slab	1%
12th Slab	1%
13th Slab	1%
14th Slab	1%
15th Slab	1%
16th Slab	1%
17th Slab	1%
ON COMPLETION OF INTERNAL PLASTER WORK, WALLS, FLOORING, DOORS	5%
ON COMPLETION OF SANITARY FITTING, STAIRCASES, LIFT WELLS, LOBBIES	5%
ON COMPLETION OF EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACE WITH WATER PROFING	5%
ON COMPLETION OF LIFT, ELECTRICAL FITTINGS, ENTRANCE LOBBY	10%
ON POSSESSION	5%
	100%

_____) payable by the Purchaser(s) to the Developer in the manner as mentioned below.

- 3.4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Flat].
- 3.5. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.6. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, the interest payable by the Developer shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as the "SAID INTEREST RATE"). 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 Clause 4 of this Agreement.
- 3.7. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, Mechanicals, and maximum 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.
- 3.8. 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 Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 3.9. In case of that Developer allows to Purchaser(s), in its sole discretion, a rebate for early payments of instalments mention herein above in Clause No. 5.3 payable by the Purchaser(s) by discounting which respective installments has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to Purchaser(s) by the Developer.
- 3.10. The Promoter hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 3.11. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat] to the

Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 4.3 herein above. ("Payment Plan").

- 3.12. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 3.13. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3.14. The Purchaser(s) are aware that as per present statute, GST is leviable/ applicable on the said Sale Price payable hereunder and consequently the amount of each instalment payable by the Purchaser(s) to the Developer in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser(s) hereby undertake(s) to pay the amount of the GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Developer shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST applicable thereon and the Purchaser(s) shall be deemed to have committed default in payment of amount due to the Developer hereunder, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter, on the amounts payable by the Purchaser(s) to the Developer in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by authorities, the Purchaser(s) shall be solely and exclusively liable to bear and pay the same and the Purchaser(s) do and doth hereby agree and undertake to indemnify and keep indemnified the Developer and its partners from time to time and their survivors and the heirs, executors, administrators and assigns of the last surviving partner in respect thereof.
- 3.15. The Purchaser(s) further agree/s, undertake/s and covenant/s that while making the payment of instalments of the said Sale Price and GST thereon, the Purchaser(s) shall deduct TDS (at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser(s) after making payment of TDS if applicable, shall file required forms with the Income Tax Authority in the prescribed format and on or before 1 month (one) from the date of registration or from the date of Installment amount paid on which respective form/s is/are filed, shall furnish challan to the Developer. The Purchaser(s) is/are aware that the time to make the payment of installments and GST and all other taxes as mentioned hereinabove is the essence of contract and in the event of delay on part of the Purchaser(s) to make the payment of any of the installment together with GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Developer to cancel and terminate this Agreement, the Purchaser(s) shall be liable to pay interest at the said Interest Rate to the Developer on all delayed payments from the due date till the date of realization thereof.

4. VOLUNTARY CANCELLATION BY PURCHASER(S)

In the event, the Purchaser(s) desire/s to cancel the allotment of the said Flat for any reason whatsoever (save and except the Developer fail(s) to offer the possession of the said Flat in terms of this Agreement), then Developer shall be entitled to forfeit the amounts equivalent upto 5% (five per cent) of the said Sale Price plus brokerage charges, if any and the Purchaser(s) shall not be entitled to such amount paid by him/her/them to the Developer. The Developer shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the said Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser(s), as specified hereinabove, shall be deducted from the amount received by the Developer from the Purchaser(s) till the time of such cancellation. The Developer shall return the balance amount (without interest) as may have been received by the Developer towards the Sale Price (if any), to the Purchaser(s) within 30 (thirty) days from the date of such cancellation.

5. SATISFACTION OF TITLE

- 5.1. The Purchaser(s) has/have independently inspected and verified the title deeds and all papers and documents and approvals as recited hereinabove through their Advocates/Solicitors and has/have fully satisfied himself/herself/ themselves about the entitlement of the Developer to develop the said Property as well as the entitlement of the Developer to develop the said Property in the manner set out in this Agreement; to construct/develop the said Project and to enter into this Agreement; and the Purchaser(s) shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.
- 5.2. The Purchaser(s) has/have also taken inspection of the approvals, including inter alia the approved plans, approvals, orders and undertakings given by the Developer to the MHADA and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights, property register cards and all other documents that are required to be furnished to the Purchaser(s) by the Developer under the provisions of RERA and its Rules and the provisions of MOFA and it's Rules and the Purchaser(s) confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.
- 5.3. The Purchaser(s) has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the MHADA inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Developer to the MHADA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the said Project is completed; and the Purchaser(s) has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Flat.
- 5.4. The design of the said Flat is subject to amendments and changes as may be stipulated by competent Authority, MHADA and/or any other local or planning authority, Government and as per the requirements of the Developer. The Purchaser(s) hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or in accordance with the Building Approvals or such other plans as may be approved by the Competent Authority hereafter.

6. FLAT PURCHASER(S) BECOMING MEMBER/S OF SOCIETY

- 6.1. The Society and/or The Existing Member(s) hereto confirm that The Prospective Purchaser(s) of New Flats forming part of the Saleable Area of the Developer shall be inducted as members of The Society' as per the list which shall be provided by the Developer from time to time. That it shall be mandatory for all the prospective buyers/purchasers, upon becoming the members of The Society to comply with all the requirements of Maharashtra Co-operative Society Act 1930, the Rules framed there

under and the bye-laws of The Society and 'Share Certificate' shall be allotted to respective prospective buyers/purchasers/incoming member(s) in accordance with the bye-laws of 'The Society'.

- 6.2. That the 'The Prospective Purchaser(s)' of New Flats forming part of the Saleable Area of the Developer, shall also pay below amounts towards the Interest free Security Deposit towards the maintenance Rs. 3,00,000/- (Rupees Three Lakh Only).

Share Money Application Fees: Rs.500/-

Membership Fees: 100/-

- 6.3. On payment of the amount mentioned above, the prospective purchaser shall be unconditionally admitted as the member of the Society by the society.
- 6.4. The Purchaser(s) shall sign and execute all necessary applications, forms and documents for getting admitted and becoming member of the society.
- 6.5. The Developer shall allot all Flats intended to be constructed on the said Property with a view ultimately that the purchasers/allottees of all the Flats etc., in the said Project/ Said Building shall be admitted as member/s of the Society. It is agreed and clarified that Developer shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Flats etc. separately and independently and the purchasers/allottees of all the Flats, etc. in the said Project/ Said Building shall be admitted as members of the Society.
- 6.6. The Purchaser(s) and the person/s, to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Developer or the said Society may require for safeguarding the interest of Developer as also of the Society, in the said Project/ Said Building.
- 6.7. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
- 6.8. The Promoter shall, within three months of receiving Occupation Certificate cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in Annexure 'E', annexed hereto.
8. The Developer have further informed the Purchaser(s) that the Developer retain the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in

respect of the said Property/ Larger Land; (b) the balance development potential/rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the Said Building and as per the plans already submitted and/or to be submitted by the Developer from time to time to the MHADA or any other concerned authorities and as per the proposed total scheme of development); (c) various rights that may accrue to and over the said Property in the future including additional development potential as recited above; (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Property/ Larger Land; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the said Property/ Larger Land (the rights referred to in above are hereinafter collectively referred to as "THE INCIDENTAL RIGHTS").

- 8.1. The Incidental Rights include the right to use the said Property/ Larger Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the MHADA or MCGM and/or any other concerned authorities or available otherwise howsoever which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer' sole and absolute discretion.
- 8.2. The Developer are also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, transfer, mortgage and/or in any other manner whatsoever as the Developer may in its absolute discretion think fit and proper, from time to time and at the Developer' entire discretion and convenience, transfer such rights to any person/s. The Purchaser(s) expressly consent/s and agree/s that the Purchaser(s) shall not claim any rebate or reduction in the purchase price in respect of the said Flat and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s.
- 8.3. In the event the Promoter is desirous of carrying out any amendments to the plans, which do not affect the layout and area of the said Flat, as regards the said Project, the Promoter shall after obtaining the necessary consents from the Purchaser(s) and other Flat purchasers, be entitled to carry out the same. It is agreed that the Purchaser(s) shall execute such writings and documents as may be requested by the Promoter from time to time without any objection and consideration of any nature whatsoever.
- 8.4. In the event any law for the time being in force requires the Promoters to obtain consent of the Purchaser(s) and/or the other Flat-purchasers in the said Project for any reason whatsoever, then the Allottee shall not claim any amount, consideration, compensation, etc. and shall co-operate and assist the Promoter fully. The Purchaser(s) and/or the said Organization shall not be entitled to claim any rebate or reduction in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.

9. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

- a. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat] which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat] to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees.
- j. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

10. POSSESSION DATE, DELAY AND TERMINATION

The Promoter shall give possession of the Flat to the Allottee on or before ____ day of _____ 20___. If the Promoter fails or neglects to give possession of the Flat 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 Flat with interest at the same rate as may mentioned in the clause 4.6 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 Flat on the aforesaid date, if the completion of building in which the Flat is 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.

11. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.12 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

- 11.1. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee 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.

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

12. PROCEDURE FOR TAKING POSSESSION

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

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

13. FAILURE OF ALLOTTEE TO TAKE POSSESSION

Upon receiving a written intimation from the Promoter as per clause 13 the Allottee shall take possession of the [Flat] from the Promoter by executing necessary indemnities undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat] to the allottee. In case the Allottee fails to take possession within the time provided in clause 13. such Allottee shall continue to be liable to pay maintenance charges as applicable.

14. COVENANT AND REPRESENTATIONS OF THE PURCHASER(S)

The Purchaser(s) by himself/herself/themselves with intention to bring all persons into whose hands the said Premises hereby covenant/s with the Developer as follows:

- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time

- make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
 - vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
 - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
 - ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. DEFECT LIABILITY

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

16. USAGE

The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/she shall use the garage or parking space only for purpose of keeping or parking vehicle.

17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the *[Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat].
19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) AND SUBSEQUENT PURCHASER(S)**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.
20. **BINDING EFFECT: -**
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
21. **ENTIRE AGREEMENT-**
This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/building, as the case may be.
22. **RIGHT TO AMEND-**
This Agreement may only be amended through written consent of the Parties.
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Flat], in case of a transfer, as the said obligations go along with the [Flat] for all intents and purposes.
24. **FURTHER ASSURANCES**
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order effectuate the

provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. SEVERABILITY

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser(s) has/have to make any payment, in common with other purchaser(s) in the said Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the said Project.

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

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

28.2. The Purchaser(s) and Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer and Purchaser(s) will attend such office and admit execution thereof.

28.3. The Purchaser shall bear and pay all the amounts payable towards stamp duty and registration on this Agreement.

29. NOTICE

29.1. 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 E-mail to the address of the addressee at his/her/their address hereinbefore mentioned herein:

Address: _____.

Email id: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address

shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT PURCHASER

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

31. MISCELLANEOUS

31.1. DISPUTE RESOLUTION:

To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

31.2. 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 Bombay will have the jurisdiction for this Agreement

31.3. NO DEMISE OR GRANT OR ASSIGNMENT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

31.4. ENTIRE AGREEMENT:

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

THE SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE SAID PROPERTY)

All those pieces and parcels of non-agricultural leasehold land admeasuring approximately 1165.01 square meters, together with the adjoining land admeasuring approximately 48.99 square meters, aggregating to approximately 1214 square meters, bearing City Survey No. 195/191A(Pt), Survey Nos. 106A & 287, of Village Andheri, & City Survey No.2(part) of Village Vile Parle, JVPD Scheme MHADA Layout, Gulmohar Cross Road No.10, K- West Ward, Juhu, Mumbai 400 049, together with "Building No.4 / Alaknanda" standing thereon, having ground and seven upper floors, and which said Land is bounded as follows:-

- On or towards the East : By 40 ft wide road;
- On or towards the South : By 18 ft wide road with approach road
and building No. 5;
- On or towards the West : Building No. 13 & 2;
- On or towards the North : Building No.3 - Ankur CHS Limited.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(SCHEDULE OF THE SAID FLAT AND SAID PARKING)

A residential premise being Flat No. ____ on ____ Floor, ____ Wing, admeasuring RERA carpet of ____ Sq. Mt. + ____ Sq. Mt Balcony Area, total ____ Sq. Mt Area

and Mechanical **Parking Bearing No. _____** in Project known as "**GURUKRUPA ALAKNANDA**" standing on land bearing City Survey No. 195/191A(Pt), Survey Nos. 106A & 287, of Village Andheri, & City Survey No.2(part) of Village Vile Parle, JVPD Scheme MHADA Layout, in Mumbai suburban District comprised of building No. 04 having ground plus upper floors being situated and lying and being at Gulmohar Cross Road No.10, K- West Ward, Juhu, Mumbai 400 049 Registration District and Sub District of Mumbai and Mumbai City.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED by the)
withinnamed "**DEVELOPER**")
M/S. GURUKRUPA REALCON)
INFRASTRUCTURE DEVELOPERS)
through its PARTNER)
Resolution passed in the meeting of)
partners held on _____)
Mr. MAHESH VERAT)

in the presence of

1.)
2.)

SIGNED AND DELIVERED BY)
the within named)
"FLAT PURCHASER(S)")
1.)

2.)

in the presence of

1.)

2.)

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