

AGREEMENT FOR SALE

THIS AGREEMENT made at Thane this day of , 2017 BETWEEN M/S. SHREE SWAMI KRUPA BUILDERS AND DEVELOPERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having their office at Flat no. 201, Shree Sarika CHSL., Gen. ArunkumarVaidyaMarg, Panchpakhadi, Thane (W) - 400 602, hereinafter referred to as 'the PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include the partners or the partner for the time being constituting the said firm, M/s. Shree Swami Krupa Builders and Developers, the survivors or survivor of them and the respective heirs, executors & administrators of such last survivor) of the One Part AND SHRI _____, having _____ address _____ at _____, hereinafter referred to as 'the PURCHASER/Allotee' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the Other Part :

In this Agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular where ever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender where ever applicable.

WHEREAS one ShriBaburaoSantajiKhapre (hereinafter referred to as 'the said Original Owner') was the original owner of all that piece and parcel of land bearing C.T.S. Nos.785 to 795, 230, 233, 839, Tika No.10 & 11 admeasuring 1147.3 sq. mtrs. together with structures standing thereon situate, lying and being at Village Naupada, Taluka and District Thane and more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said larger property');

AND WHEREAS by an Agreement for sale dated 10/02/1976 (hereinafter referred to as the said Agreement for Sale) made and executed by and between the said Original Owner therein referred to as the Vendor of the one part and M/s. Niraj Builders, a partnership firm having office at 13, Nutan Society, Kopri Road, Thane (hereinafter referred to as 'the said Niraj Builders') therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell to the Purchaser therein and the Purchaser therein agreed to acquire from the Vendor therein a portion admeasuring 700 sq. yards equivalent to 585.29 sq. mtrs. (hereinafter referred to as 'the said portion') out of the said larger property at and for the consideration and upon the terms and conditions therein contained;

AND WHEREAS thereafter the said Niraj Builders submitted development plans in respect of the said portion to the Thane Municipal Council (hereinafter referred to as 'the said Council') which was duly sanctioned by the said Council vide V.P.No.31 dated 15/06/1976 as well as the Commencement Certificate in respect thereof was also granted by the said Council;

AND WHEREAS the said Niraj Builders constructed the building thereon consisting of Ground plus three upper Floors (hereinafter referred to as 'the said First building') on the said portion more particularly described in the Second Schedule hereunder written in accordance with the plans sanctioned by the said Council;

AND WHEREAS by separate agreements under the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 with the respective purchaser of the premises in the said First building, the said Niraj Builders agreed to sell Flats and other premises constructed in the said First building to different buyers for the price and upon the terms and conditions mentioned in their respective agreements;

AND WHEREAS the Purchasers of the flats of the said First building formed and registered a Co-operative Housing Society under the provisions of Maharashtra Co-operative Societies Act, 1961 (Act No. XII of 1961) under the name "Jayanand Co-operative Housing Society" (hereinafter referred to as 'the said Society');

AND WHEREAS conveyance of the said portion has remained to be done in favour of the said Society;

AND WHEREAS meanwhile, the said Original Owner died intestate on 10/07/1977 leaving behind him his widow, Smt. Indirabai Baburao Khapre

(hereinafter referred to as 'the said Indirabai'), three sons viz., 1) ShriSharadchandraBaburaoKhapre (hereinafter referred to as the 'said Sharadchandra'), 2) Shri Vijay BaburaoKhapre (hereinafter referred to as the 'said Vijay'), 3) ShriSatyendraBaburaoKhapre (hereinafter referred to as the 'said Satyendra') and three married daughters viz., 1) Mrs.Alka K. Patil (hereinafter referred to as the 'said Alka'), 2) Mrs.Snehalata D. Karnure (hereinafter referred to as 'the said Snehalata') and 3) Mrs.Asha S. Patil (hereinafter referred to as 'the said Asha') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

AND WHEREAS by a Release Deed dated 21/10/1981 (hereinafter referred to as 'the said First Release Deed') executed by and between the said Indirabai, the said Sharadchandra, the said Vijay and the said Satyendra therein collectively referred to as the Releasees of the One Part and the said Snehalata therein referred to as the Releasor of the Other Part, the Releasor therein released and relinquished all her undivided share, right, title, and interest in the said larger property in favor of the Releasees therein upon the terms and conditions as contained therein. The said First Release Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1064;

AND WHEREAS by a Release Deed dated 19/04/1985 (hereinafter referred to as 'the said Second Release Deed') executed by and between the said Indirabai, the said Sharadchandra, the said Vijay and the said Satyendra therein collectively referred to as the Releasees of the One Part and the said Asha therein referred to as the Releasor of the Other Part, the Releasor therein released and relinquished all her undivided share, right, title, and interest in the said larger property in favor of

the Releasees therein upon the terms and conditions as contained therein. The said Second Release Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.1380;

AND WHEREAS the said Indirabai died intestate on 03/11/1988 leaving behind her the said Sharadchandra, the said Vijay, the said Satyendra, the said Alka, the said Snehalata & the said Asha as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;

AND WHEREAS on the remaining portion of the said larger property admeasuring 353.32 sq. mts. (hereinafter referred to as 'the said property') and more particularly described in the Third Schedule hereunder written, a structure was standing thereon known as 'Indira Niwas' (hereinafter referred to as 'the said old building');

AND WHEREAS the said old building was partly occupied by the said Satyendra and partly by various tenants occupying various premises therein (hereinafter referred to as 'the said Tenants'). A list of the said Tenants and details of the premises occupied by them is annexed hereto and marked as Annexure "A";

AND WHEREAS the said old building was old and in dilapidated condition and therefore, at the instructions of the Municipal Corporation of the city of Thane (hereinafter referred to as 'the Corporation') vide its letter dated 17/02/2000, the said old building was demolished by the Owners in the year 2000;

AND WHEREAS by an Agreement for Sale dated 09/03/2010 (hereinafter referred to as the 'said Agreement') executed by and between the said Sharadchandra and others therein referred to as the Vendors of the One Part and the Promoters herein therein referred to as the Purchasers of the Other Part, the Vendors therein agreed to sell, transfer and assign to the Purchasers therein and the Purchasers therein agreed to purchase and acquire from the Vendors therein the said property together with the liability of the said tenants at or for the consideration and for and upon the terms and conditions therein contained. The said Agreement is duly registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.3076/2010;

AND WHEREAS pursuant to the said Agreement the said Sharadchandra executed Power of Attorney of even date (hereinafter referred to as the 'said First POA') in favor of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the said property as contained therein. The said First POA is registered with the Sub-Registrar of Assurances, Thane, under Sr. No.210/10;

AND WHEREAS in the premises aforesaid, the vPromoters are entitled to develop the said property as per the terms and conditions mentioned in the aforesaid Agreement.

AND WHEREAS after demise of said Indirabai, the said Sharadchandra, the said Vijay, the said Satyendra and three married daughters viz., the said Alka, the said Snehalata and the said Asha, have become co-owners of the said larger property to the extent of the share of the deceased said Indirabai in the said larger property.

AND WHEREAS by a Release Deed dated 07/12/2011 (hereinafter referred to as 'the said Third Release Deed') executed by and between the said Snehalata therein referred to as the Releasor of the One Part and the said Sharadchandra, the said Vijay and the said Satyendra therein collectively referred to as the Releasees of the Other Part, the Releasor therein released, renounced and relinquished all her undivided share in the said undivided share of the deceased said Indirabai in the said larger property equally in favour of the Releasees therein without any monetary consideration and upon the terms and conditions as contained therein. The said Third Release Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.12854/2011;

AND WHEREAS by a Release Deed dated 07/12/2011 (hereinafter referred to as 'the said Fourth Release Deed') executed by and between the said Asha therein referred to as the Releasor of the One Part and the said Sharadchandra, the said Vijay and the said Satyendra therein collectively referred to as the Releasees of the Other Part, the Releasor therein released, renounced and relinquished all her undivided share in the said undivided share of the deceased said Indirabai in the said larger property equally in favour of the Releasees therein without any monetary consideration and upon the terms and conditions as contained therein. The said Fourth Release Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.12855/2011;

AND WHEREAS in the aforesaid premises, the said Sharadchandra, the said Vijay and the said Satyendra became equally entitled to the undivided share of the deceased said Indirabai in the said larger property.

AND WHEREAS thereafter, the said Alka died intestate on 03/08/2011, leaving behind her 1) Prasad Krishnarao Patil (hereinafter referred to as 'the said Prasad'), 2) Miss Anuprita Krishnarao Patil, 3) Mrs. Jyoti Prashant Attavad, 4) Mrs. Trupti Krishna Delekar, 5) Mrs. Arundhati Vasantrya Khot & 6) Mrs. Rohini Raigonda Chaugale (hereinafter collectively referred to as 'the Heirs of the said Alka') as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

AND WHEREAS by a Release Deed dated 12/09/2012 (hereinafter referred to as 'the said Fifth Release Deed'), executed by and between the Heirs of the said Alka Nos.2 to 6 therein referred to as the Releasers of the One Part and the said Prasad therein referred to as the Releasee of the Other Part, the Releasers therein released all their respective/collective undivided share in the said undivided share of the deceased said Alka in the said larger property more particularly described in the First Schedule thereunder written alongwith another property in favour of the Releasee without any monetary consideration thereof as well as confirmed and consented to the execution of the said Agreement and the said First POA with the Promoters in respect of the said property upon the terms and conditions mentioned therein. The said Fifth Release Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.8644/2012.

AND WHEREAS the Heirs of the said Alka Nos.2 to 6 also executed a Power of Attorney dated _17/08/2012_____ (hereinafter referred to as 'the said Second POA'), in favour of the said Prasad in order to enable him to do all the acts, deeds, matters and things whatsoever in respect of their respective/collective undivided share in the said undivided share of the deceased said Alka in the said

larger property more particularly described in the First Schedule thereunder & hereunder written and another property as mentioned therein.

AND WHEREAS subsequently, the said Sharadchandra died intestate on 05/01/2013, leaving behind him his widow, Smt. Shanta Sharadchandra Khapre(hereinafter referred to as 'the said Shanta') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

AND WEHREAS by a Deed of Confirmation dated 01/07/2013 (hereinafter referred to as 'the said First Confirmation Deed'), executed by and between the said Shanta therein referred to as the First Party of the One Part and the Promoters herein therein referred to as the Second Party of the Other Part, the First Party therein confirmed and consented to the execution of the said Agreement and the said First POA in favour of the Promotersin respect of the said property upon the terms and conditions mentioned therein. The said First Confirmation Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.5321/2013.

AND WHEREAS pursuant to the said First Confirmation Deed, the said Shanta also executed an even dated Power of Attorney (hereinafter referred to as 'the said Third POA in favour of the persons nominated by the Promoters in order to enable them to do all the acts, deeds, matters and things whatsoever in respect of the said property as mentioned therein. The said Third POA is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.5322/2013.

AND WHEREAS by a Deed of Confirmation dated 01/07/2013 (hereinafter referred to as ‘the said Second Confirmation Deed’), executed by and between the said Prasad therein referred to as the First Party of the One Part and the Promotersherein therein referred to as the Second Party of the Other Part, the First Party therein confirmed and consented to the execution of the said Agreement and the said First POA in favour of the Promotersin respect of the said property upon the terms and conditions mentioned therein. The said Second Confirmation Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.5323/2013.

AND WHEREAS pursuant to the said Second Confirmation Deed, the said Prasad also executed an even dated Power of Attorney (hereinafter referred to as ‘the said Fourth POA in favour of the persons nominated by the Promotersin order to enable them to do all the acts, deeds, matters and things whatsoever in respect of the said property as mentioned therein. The said Fourth POA is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.5324/2013.

AND WHEREAS under the circumstances as recited above, the said Vijay, the said Satyendra, the said Shanta and the said Prasadare the co-owners of the said larger property and hereinafter collectively referred to as “the said Owners”;

AND WHEREAS the Promoters intend to develop the said property and instead construct new multi-storied building/s thereon in accordance with the plans that may be sanctioned by the Corporation;

AND WHEREAS pursuant to the said Development Agreement, the Promoters prepared and submitted plans in respect of the development of the said

property to the Municipal Corporation of the City of Thane (hereinafter referred to as “the Corporation”) and the Corporation has sanctioned the plans in respect thereof vide V.P. No.SO2/0070/10_ dated 13/04/2012 whereby the Promoters are entitled to construct structure comprising of Ground + _5_ (P) Upper floor on the said property. An authenticated copy whereof is hereby annexed hereto and marked as Annexure ‘B’;

AND WHEREAS by a Deed of Transfer of TDR dated 10/01/2013, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.424/2013 on 14/01/2013 (hereinafter referred to as ‘the said TDR Agreement’), made and executed by and between M/s. SMC Infrastructure Pvt. Ltd. therein referred to as the Transferor of the one part and the Promoters herein therein referred to as the Transferee of the other part, the Transferor therein sold, transferred, assigned, assured and conveyed to the Transferee therein and the Transferee therein purchased and acquired from the Transferor therein F.S.I. in the form of Transfer of Development Right (T.D.R.) to the extent of 145.00 sq. mtrs. or thereabout out of the Development Right Certificate (D.R.C.) issued by the Corporation in favour of the Transferor therein bearing No.008, Folio No.TDR/2/Const. Amenity/Hostel Building/TDR/SECTOR II dated 26/11/2012 (hereinafter referred to as ‘the said TDR’) at or for the consideration and upon the terms and conditions therein mentioned.

AND WHEREAS subsequently, upon loading the said TDR upon the said property, the Promoters have, through their Architect, submitted revised plan in respect of the said Property to the Corporation for its approval and the same have been sanctioned and Commencement Certificate bearing No._____ dated

_____ has been granted by the Corporation in respect thereof. An authenticated copy whereof is annexed hereto and marked as Annexure ‘C’

AND WHEREAS in the premises aforesaid and in pursuance of the above cited Agreement, Power of Attorney and Orders, the Promoters are entitled to develop the said property more particularly described in the Third Schedule hereunder written and have also sole and exclusive right to sell the flats and premises in the buildings to be constructed on the said property and to enter into agreement/s with the purchaser and to receive the sale price in respect thereof. The Promoters intend to construct a building namely “**INDIRA NIWAS**” comprising of Stilt plus 5 (part) upper floors having flats of different areas with stilt/open car parking spaces on the said property shown on the plan annexed hereto & marked as **Annexure ‘D’** by crossed line and bounded by a thick line according to the sanctioned plan.

AND WHEREAS the Promoteris now desirous of selling the premises including open spaces appurtenant to or adjoining or abutting certain flat/premises, situated in Building which is subject matter of these presents comprising of Stilt + 5(p) Upper Floors to be known as “**INDIRA NIWAS**”, which is being constructed on the said Property (hereinafter referred to as ‘the said Building’), on Ownership Basis and are entering into separate agreements for sale of such premises with various Allottee/s on similar terms and conditions as herein contained (save and except and/or to such modifications as may be necessary or considered desirable by the Promoter);

AND WHEREAS the Promoter is in possession of the said property.

AND WHEREAS the Promoters have entered into a standard agreement with M/s. Archetype Consultants (I) Pvt. Ltd., Architects and the said agreement is as per the format prescribed by the Council of Architect. The Promoters have also appointed RCC specialist and Structural Engineer M/s. Epicons Consultants Pvt. Ltd. for preparation of the structural designs and drawings of the buildings on the Promoters accepting the professional supervision of the Architect and the Structural Engineers till the completion of the buildings. The structural designs prepared by the said Structural Engineers is earthquake resistant and an authenticated copy of the certificate in respect thereof is hereto annexed and marked as Annexure 'E'.

AND WHEREAS a copy of the certificate of Title issued by the Advocate of the Promoter, copy of 7/12 Extract showing the nature of the title of the said Owners to the said Property and copies of the floor plans and specifications of the apartment agreed to be purchased by the Allottee/s have been annexed hereto and marked as **Annexure 'F', 'G' & 'H'** respectively. The Allottee/s hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Promoter's right of development.

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said property, building plans, designs and specifications prepared by the Architects, M/s. Archetype Consultants (I) Pvt. Ltd., 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 made thereunder.

AND WHEREAS the Promoters undertake to register the Project under the provisions of the said Act, with Real Estate Regulatory Authority at Mumbai on or before _____. THIS WILL NOT BE APPLICABLE IF OC IS EXPECTED BEFORE 31ST JULY

AND WHEREAS the authenticated copies of plans and specifications of the apartment agreed to be purchased by the Allottee as sanctioned and approved by the local authority have been annexed and marked as Annexure "I" & "J" respectively;

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building.

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 Promoters while developing the said property and the said building and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Allottee/s has applied to the Promoters for allotment of an apartment bearing No._____ on_____floor in Building to be known as “INDIRA NIWAS” (hereinafter referred to as `the said Building') being constructed on the said Property(hereinafter referred to as `the said Apartment ').

AND WHEREAS the Carpet Area of the said Apartment under RERA is _____ square meters and Exclusive Areas of the said Apartment is _____ square meters aggregating to _____ square meters (“**Total Area**”). For the purposes of this Agreement (i) "**Carpet Area**" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment and (ii) “**Exclusive Areas**” means exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser.

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;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under Sec.13 of the Act, the Promoters are required to execute a written agreement for sale of the said Apartment to the Allottee being in fact these presents and also to register the said agreement for sale under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. The Promoters has commenced construction of a building on the said property comprising of Stilt plus 5 (part) upper floors to be known as INDIRA NIWAS which has been shown by thick lines on the plan annexed as **Annexure 'A'**. Provided that the Promoters shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottees except any alteration or addition required by any Government authorities or due to change in law.

1.(a) (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee, an Apartment bearing No. _____ on _____ floor of Building to be known as 'Indira Niwas' (hereinafter referred to as 'the said Building') having **Carpet Area** of _____ square meters and the **Exclusive Areas** of the Apartment _____ square meters aggregating to **Total Area** of _____ square meters (The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital above) (hereinafter referred to as 'the said Apartment') as shown on the floor plan hereto annexed and marked as Annexure ' ' and more particularly described in Schedule 'A' hereunder written) 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 Schedule annexed herewith and marked as Annexure ____.

(ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee, car parking space No. _____ to the Allottee being constructed in the layout for the consideration of Rs. _____/-

1(b) The total aggregate consideration amount for the Apartment including **covered** parking spaces is thus Rs. _____/- (Rupees _____ only)

1(c) 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 the Promoters, the balance amount of purchase consideration of Rs(Rupees) in the following manner :-

i) Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoters **after** the execution of Agreement

ii)

iii)

viii) Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

1(e) a) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

b) The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

c) It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further

that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoters shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

d) The consideration mentioned in clause No. __ hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to GST, cess etc. The said taxes shall be paid by the Allottee immediately on demand.

1(f) 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 Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(g) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed.

The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoters.

1(h) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupation 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 the Allottee, the Promoters shall demand the same 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 **1(a)** of this Agreement.

1(i) The Allottee authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

2.1 The Promoters hereby agree 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 said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 Time is of essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee 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 Promoters as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said property is _____ square meters only and the Promoters have planned to utilize Floor Space Index of _____ by availing of TDR FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said property in the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Promoters agree 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 Promoters, interest

as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters 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 Promoters shall be entitled at their own option, to terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and e-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 Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to ____% of the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the instalments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be

at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Promoters in the said building and the said Apartment are set out in Annexure ' ' annexed hereto.

6. The Promoters shall give possession of the said Apartment to the Allottee on or before..... day of 20____. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid,

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of building in which the said 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 or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project;

7.1 Procedure for taking possession - The Promoters, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, 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 Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.

7.2 The Allottee shall take possession of the Said Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupation:

7.3 Failure of Allottee to take Possession of Said Apartment: Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take

possession of the Said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

7.5 After receiving possession from the Promoters, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned in Clause ____ above), the Promoters shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

8. The Allottee shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking

space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Building in which the said Apartment is situated.

9.2 The Promoters shall, within three months of registration of the Society or Limited Company, as aforesaid, transfer to the Society, all the right, title and the

interest of the Promoters in the common areas and facilities provided in the said property on which the said building or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Apartment) of outgoings in respect of the said property and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building is executed in favour of the respective society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

(i) Rs. plus applicable taxes for share money, application

entrance fee of the Society or Limited Company.

(ii) Rs. for formation and registration of the Society or Limited Company.

(iii) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

(iv) Rs..... plus applicable taxes as possession charges for

The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges.

11. The Allottee shall pay to the Promoters a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building, the Allottee shall pay to the Promoters, 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. At the time of registration of conveyance or Lease of the said building/property, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the Society on such conveyance or lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said property to be executed in favour of all the Society formed/to be formed on the said property.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

a) The Promoters hereby represent and warrant to the Allottee as follows:

i. The said Owners have clear and marketable title in respect of the said property; as declared in the title report annexed to this agreement and have the Promoters have requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the development of the said Property;

ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said property;

iii. There are no encumbrances upon the said property or the Project.

iv. There are no litigations pending before any Court of law with respect to the said property except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the development of the said property and said building 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 said property and said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said property, Building and common areas;

vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. Save and except the Agreement executed by and between the Promoters and the PMC, the Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure to the association of allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to all the Association of the Allottees;

x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 said property except those disclosed in the title report.

b) The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoters as follows:

i) The Promoters intend to develop the said property constructing a building comprising of Stilt plus Five upper floors to be known as “INDIRA NIWAS”.

ii) The Promoters, form a society in respect of the said building and they will execute conveyance in respect of the structure of the building together with the common amenities and facilities provided in the said property in favour of the Society and will cause the said Owners to execute conveyance of the said property in favour of the Society. The nature of the organization to be formed in respect of the building to be constructed on the said property and the type of transfer documents to be executed in favour of the organization to be formed in respect of the building to be constructed on the said property shall be determined at the sole discretion of the Promoters;

vi) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for

being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

vii) The Allottee has been informed and is aware that the buildable area has been sanctioned for the said Property as a single land on the basis of the available Floor Space Index (“FSI”) on the said Property and accordingly the Promoters intend to develop the said Property. The Promoters declare that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoters in respect of the said Property is _____ square meters and that no part of the FSI has been utilized by the Promoters elsewhere than in the overall development for any purpose. The Allottee acknowledges that the Promoters alone are entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the said Property or elsewhere as may be permitted and in such manner as the Promoters deem fit. The Allottee hereby confirms and declares that he shall not dispute the same or have any right to raise any objection in regard thereto for any reason whatsoever.

viii) The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or

increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour;

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

14. The Allottee/s himself, themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoters as follows: -

a) to maintain the said Apartment at the Allottee's own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common

passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the Said Apartment is situated. In case any damage is caused to the Building in which the Said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated 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.

d) Not to demolish or cause to be demolished the said Apartment 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment 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 said Apartment 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 said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.

e) 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 building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.

g) Pay to the Promoters within fifteen days of demand made by the Promoters, their 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 Said Apartment is situated.

h) 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 said Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i) 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 said Apartment until all the dues payable by the Allottee to the Promoters under this Agreement

are fully paid up and prior written consent is obtained from the Promoters and/or the Society of the building in which the said Apartment is situated.

j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and 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 regarding the occupancy and use of the said Apartment 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.

k) Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited company, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

l) Till a conveyance of the said property on which the building in which said Apartment is situated is executed in favour of the Society or any other organisation that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon

the said Property or any part thereof to view and examine the state and condition thereof.

If, the Allottee forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Allottee, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee or their contractors and / or the area is encroached upon by the Allottee, such as: extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that, any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoters, due to which any financial loss and/or legal action is initiated against the Promoters then Promoters shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/Society and the Allottee/Society is liable to make good those losses/damages occurred to the Promoters.

If any damage is done in the common areas while bringing the material by the Allottee for his premises then in that case, the Promoters shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Property and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said property is transferred in favour of the society formed thereupon as hereinbefore mentioned.

17. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid

by the Allottee shall be refunded by the Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

18. APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

18.1 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person (“project management agency”) to manage the operation and maintenance of the building, and the infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the Promoters). The Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein. TO CONFIRM WHETHER TO RETAIN THIS

18.2 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Allottee’s share of the service charges that may become payable with respect to the operation and

maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.

18.3 The Allottees further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoters/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee for ensuring safety and safeguarding the interest of the Promoters/Facility Management Company and other Allottees of premises in the Building and the Allottee also agrees and confirms not to raise any disputes/claims against the Promoters/Facility Management Company and other Allottees of premises in this regard.

19.1 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19.2 It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/Employer by offering as security the said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters. The repayment of such loans, interest and other charges on such loan

shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging to the Promoters/the Society, as the case may be. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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, alongwith its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENTALLOTTEES

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 said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

24. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the said property.

26. 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.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, after the Agreement is duly executed by the Allottee and the Promoters 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 Thane

28. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

_____ Name of Allottee

_____(Allottee's Address)

Notified Email ID: _____

NAME AND ADDRESS OF PROMOTERS

Notified Email ID:

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

31. The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees / assignees.

32. The Promoters shall have the right to designate any space in the said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants

of the building that may be developed on the said property. The Promoters shall also be entitled to designate any space in the said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said property and the buildings constructed thereon.

33. JOINT ALLOTTEES

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

34. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

35. Dispute Resolution:- Any dispute between the parties shall be settled amicably. In case of failure to settle 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.

GOVERNING LAW

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

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(the said larger property)

ALL THOSE pieces and parcels of land bearing C.T.S. Nos.785 to 795, 230, 233, 839, Tika No.10 & 11 admeasuring 1147.3 sq. mtrs.together with structures

standing thereon situate at Village Naupada, Taluka and District Thane, Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(the said portion)

ALL THAT portion admeasuring 949.6 sq. yards equivalent to 793.98 sq. mtrs., out of the said larger property more particularly described in the First Schedule herein above written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(the said property)

ALL THAT remaining portion admeasuring 353.32 sq. mts.out of the said larger property more particularly described in the First Schedule herein above written.

SIGNED AND DELIVERED by the)
Within named PROMOTERS
M/S. SHREE SWAMI KRUPA BUILDERS)
AND DEVELOPERS
Throughit's partner/s)

Please affix
photograph and
sign
across the
photograph

in the presence of.....

1.

2.

SIGNED AND DELIVERED by the _____)

Within named PURCHASER/Allottee _____)

in the presence of.....

1.

2.

Please affix
photograph and
sign
across the
photograph

RECEIPT

RECEIVED of and from the Purchaser herein a sum of Rs. _____
(Rupees _____ only) by way of instalment
amount to be paid by him to us as per these presents vide cheque bearing No. _____
drawn on _____ bank of _____ branch dated _____.

(Subject to realization of Cheque)

Witness

WE SAY RECEIVED

For M/s. Shree Swami Krupa Builders and
Developers

1.

2.

(PARTNER/PROMOTERS)