AgreementFor Sale

This Agreement for Saleis made and entered into at **Mumbai** onthis _____ day of _____**,Two Thousand and**_____**(201__)**,

B E T W E E N

M/s. AnushkaDevelopers, a Partnership Firm, duly registered under the provisions of the Indian Partnership Act, 1932, having its registered office at Shop No. 5, RandhirVihar Society, LalaSheth Compound, T.P. Road, Bhandup (West), Mumbai-400 078, hereinafter called **"the Builders/Developers/Promoters"** (Which expression shall unless be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, executors, administrators and assigns) of the **One Part;**

AN D

(1) Mr./Mrs.._____, aged about ___ years,

(2) Mr./Mrs.._____, aged about ___ years,

both is/are Indian Inhabitant and residing at_____

_____

hereinafter called**"the Purchaser/s"**(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 permitted assigns) of the **Other Part;**

A. One Mr.Tufail Ahmed Amir was the original landlord/owner of the property being plot of land or ground bearing Survey No. 137 and having corresponding C.T.S. Nos. 78, 78/1 to 6 having aggregate area admeasuring 1463.5 sq. mtrs. or thereabout respectively (hereto annexed and marked **Annexure-'A'** hereto are the Property Registered Cards i.e. PRC) together with the structure, structures, messuages, hereditaments and premises standing thereon and occupied by the respective tenants/occupants thereto and being situated at Village Bhandup, TalukaKurla of Mumbai Suburban District and situated at Tembipada, Bhandup (West), Mumbai-400 078, within the limits of 'S' Ward of Municipal Corporation of Greater Mumbai, hereinafter for the sake of brevity's referred to as **'the said Property'**and/or which hereinafter also referred to as the said **'Project Land'**(as the case may be) and more particularly described in the **'Schedule'** hereunder written and delineated on the City Survey Plan thereof hereto annexed and marked as **Annexure- 'B'** hereto and shown surrounded by **'Red'** coloured boundary on the same.

B. The aforesaid Tufail Ahmed Amir died on or about 8th January, 2011 at Mumbai leaving behind him four sons viz. (1) Mr. Mohammad SabirTufail Ahmed Ansari, (2) Mr. Mohammad ShakirTufail Ahmed Ansari, (3) Mr. Mohammad ShahidTufail Ahmed Ansari, (4) Mr. Mohammad ShafiqueTufail Ahmed Ansari and two married daughter viz. (1) Mrs.ShamsunnisaMohd. Yacoob Ansari, and (2) Mrs.NajmunissaNamiruddin Ansari, who are entitle to inherit all the residual movable and immovable property or properties including the said

Property of the said deceased as the heirs and legal representatives of the said deceased according to the law by which he governs and as per the same, the names of the aforesaid all the heirs and legal representative are entered and recorded in the revenue record i.e. Property Register Card (PRC) pertaining to the said Property, as the 'Holder/Owner'.

C. By a Deed of Conveyances dated 28th December, 2012 and executed by and between (1) Mr. Mohammad SabirTufail Ahmed Ansari, (2) Mr. Mohammad ShakirTufail Ahmed Ansari, (3) Mr. Mohammad ShahidTufail Ahmed Ansari, (4) Mr. Mohammad ShafiqueTufail Ahmed Ansari, (5) Mrs.ShamsunnisaMohd. Yacoob Ansari, and (6) Mrs.NajmunissaNamiruddin Ansari, therein referred to as the Owners/Vendors as the First Part and M/s. Anushka Developers i.e. the Builders/Developers/Promoters herein, therein referred to as the Purchasers, as the Other Part and duly registered in the office of the Sub-Registrar, Kurla-4 of Mumbai Suburban District at its office document Serial No. KRL4-00530-2013 of dated 15th January, 2013, the within-named Builders/Developers/Promoters have purchased and acquired said Property, more particularly described in the 'Schedule' hereunder written, with intention to develop the same as per the permission / approval / sanction that may be as and when granted by the Municipal Corporation of Greater Mumbai (MCGM)/Slum Redevelopment Authority [hereinafter for short referred to as **'SRA'** and for sake of the brevity referred to as the **"said Authority"**] and the norms that may be laid down and/or imposed by the afore-stated said authority/authorities.

Thus the said Property is now vested in the said Builders/Developers/Promoters as the owners thereof.

D. Under the Sanctioned Development plan for Brihanmumbai for 'S' Ward of MCGM, the said Property is falls within the 'Residential Zone' and it can be developed as per the said Sanctioned Plan and the Development Control Regulations of the MCGM and/or norms that may be laid and/or imposed by the MCGM/SRA or Government of Maharashtra. Hereto annexed and marked as **Annexure-'C'** is the copy of the D.P. Remarks issued by the B.M.C.

E. As aforesaid the Builders/Developers/Promoters are desirous of developing the said Property under the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as the 'said Act') and for that purpose the said Owners/Developers/Promoters have obtained the necessary orders/permission/approvals/sanctions from the State Government and/or said Authority i.e. SRA for the construction of a new building thereon the said Property by demolishing the chawl structures existed thereon and also providing a permanent alternate accommodation to the occupants/tenants who resides in their respective houses/rooms in the aforesaid chawl structures as per the norms of the said Authority under the said Act.

F. As stated hereinabove, the said Property is fully occupied by the occupants/tenants and declared as slum, under the said Act and is a

censuses slum, within the meaning of Rule-33 (10) of the Development Control Regulations for Greater Mumbai, 1991.

G. The said Property is occupied by the slum dwellers and the said slum dwellers haveformed a proposed Co-operative Housing Society to register the same under section 9(1) of the Maharashtra Co-operative Societies Act, 1960 and as per object of the said Society they made an application to the SRA for obtaining necessary permissions/sanctions to the said SRA Scheme and pursuant thereto SRA has accorded its sanctioned/permission vide its letter dated 30th August, 2013. Hereto annexed and marked as **Annexure- 'D'**is a copy of the said letter dated 30th August, 2013.

H. An ad-hoc Committee of the proposed Housing Society consists of 11 occupants was formed for the development of the said Property under the scheme of SRA with the prior permission, sanctioned of the concerned authority/department and the members of the said committee have given their free consent, by way of declaration and passed resolution unanimously to that effect to appoint a fit and proper developer, who shall agree to develop said Property under SRA Scheme and policy of the State Government of Maharashtra;

I. The said property is agreed to be developed by constructing composite buildings tenements/flats/shops for providing permanent alternate accommodation to the occupants/tenants of said slum dwellers on ownership basis and each occupant shall get a tenement of carpet area of 25 sq. mtrs. free of costs together with residential flat for free sale to be

constructed by the Developer for its/their exclusive benefit towards recovery of the costs of construction and towards handing over of free of costs Units/Flats to slum occupants/dwellers; the portion/share of the F.S.I. consumed in the saleable building as per Slum Rehabilitation Scheme, the Developer will be entitled to sale units/flats/shops of saleable component in the composite building in open market to any person or persons of its/their choice and price;

J. The Builders/Developers/Promoters M/s. Anushka Developers have given its offer, proposal to the ad-hoc Committee of slum occupants and also explained about the scheme and its benefits to the slum dwellers and considering the proposal, offer made by the Developer, the ad-hoc Committee after understanding with the occupants/tenants of the said slum dwellers agreed for the development of the said Property and shifting of the slum dwellers to transit camp and/or alternate temporary accommodation during the period of development and pursuant thereof an individual agreements were executed among the Builders/Developers/Promoters and said proposed Society and the Occupant/Tenant with regards to the aforesaid understanding as per the policy, terms and conditions of SRA and MCGM;

K. The occupants/slum dwellers after obtaining approval of scheme and the permissionsfrom Slum Rehabilitation Authority [S.R.A.] have registered the aforesaid proposed co-operative Housing Society in the name and style of "Nisarg Co-operative Housing Society Ltd.," registered under the Maharashtra Co-op. Societies' Act, 1960, vide Registration No.

M.U.M./S.R.A./H.S.G./(T.C.)/_____/ year 201___ of dated _____, 201__ consisting of 56 members with the Deputy Registrar, Co-operative Societies (Eastern & Western Suburb) SRA, Mumbai, appointed by the said Authority; Hereto annexed and marked as **Annexure- 'E'** is a copy of the registration certificate issued by the said respective Authority.

L. A Development Agreement dated 6th March, 2012, executed between the proposed Society and the Builders/Developer/Promoters i.e. M/s. Anushka Developers, the said Society has appointed the said Builders/Developers/Promoters as its developer, to develop the said Property in accordance with the terms and conditions as contained in the said Development Agreement and in accordance with the scheme as may be sanctioned by SRA.Simultaneously, upon execution of the said Development Agreement, the Society has also executed a Power of Attorney of even dated in favour of the Builders/Developers/Promoters inter-alia authorising the Builders/Developers/Promoters to do such acts, deeds, matters and things, as contained in the said Power of Attorney; The Builders/Developers/Promoters hereby agrees, declares, confirms that, the said Development Agreement and the Power of Attorney both of dated 6th March, 2012 respectively executed by the Society (proposed) of the slum dwellers, in favour of the Builders/Developers/Promoters, is/are valid, subsisting and binding upon the parties thereto and the Builders/Developers/Promoters has not received any communication/letter either from the Society or any of its members or SRA, either terminating and/or cancelling the said Development Agreement and the said Power of Attorney;

M. Pursuant to the Development Agreement and Power of Attorney both of dated 6th March, 2012executed by and between the said Nisarag Co-operative Housing Society (Proposed), and theBuilders/Developer/Promoters-M/s. Anushka Developers, the Developer herein is having absolute authority and power to develop the said Property i.e. plot of land bearing C.T.S. No. 78, 78/1 to 6under S.R.A., situate at Tembepada, Bhandup (West), Mumbai-400 078, within the limits of 'S' Ward of Municipal Corporation of Greater Mumbai and to sale units/flats/shops of the saleable flats/shops/units/premises to be constructed in the composite building to be constructed thereon out of the benefit in consideration of the flats/shops/units/premises agreed to be provided free of costs to the slum dwellers, having their structure on the said Property and recognized by the SRA and the Collector;

N. The Builders/Developers/Promoters upon execution of the Development Agreement and Power of Attorney both of dated 6th March, 2012 respectively, executed between the proposed Society and its' members and the Builders/Developers/Promoters, has put up the building plan through its' architect Ms.SheetalNikhare of M/s. S.S. Associates before the competent authority for its approval and the same has been approved by the concerned department/authority, Engineering Section of Slum Rehabilitation Authority, under sign and seal of the Executive Engineer (S.R.A.) vide intimation of approval under sub-regulation 2.3 of Appendix-IV of DCR No.33 (10) dated 15-10-1997 ofBrihanmumbai vide its reference No. SRA/ENG/S/PVT/0112/AP dated 23rd May, 2018 and

also granted Commencement Certificate under even reference no. on dated _____. Pursuant to the aforesaid approval/sanction accorded by the said Authority, the the Builders/Developers/Promoters are entitle to construct and/or developcomposite building to the use and benefit of dis-housed slum dwellers and the purchaser/s of free sale component, on the said Property, subject to compliance of conditions mentioned in I.O.A. issued under No. SRA/ENG/S/PVT/0112/AP dated 23rd May, 2018. The copy of aforesaid I.O.A. and Commencement Certificate is/are collectively annexed and marked as **Annexture- 'F' (Collectively)**hereto;

O. While sanctioning the said Plan for the said composite building, the concerned local authorities and/or government has laid down certain terms and conditions, stipulations and restrictions, which are to be observed and performed by the Builders/Developers/Promoters while developing the said Property under SRA Scheme and the said building and upon the due observance and performance of which only, occupation and Completion Certificate in respect of the said composite building shall be granted by the concerned authority;

P. The Builder/Developer/Promoters has commenced construction of the said building in accordance with the said plans that has been approved and sanctioned for the development of the said Property for housing, occupantsof the said slum for accommodating existing 54 occupants who are the members of the saidSociety and the said composite building, which shall consists flats/shops/units for the benefit of the developer in consideration, compensation for handing over of units/tenements to the

occupants of the slum dwellers under the scheme free of costs and sale the flats/shops/units of the composite building to be constructing by the Builders/Developers/Promoters for its' exclusive benefits and/or their nominee by sale of flats/shops/units therein to the purchaser/s of its choice and price;

Q. As per permission granted by the Slum Rehabilitation Authority, vide its' letter bearing No. SRA/ENG/S/PVT/0112/AP dated 23rd May, 2018 and Commencement Certificate dated _____, the total saleable Floor Space Index (F.S.I.) is proposed and likely to be sanctioned to an extent of3743.85 sq. mtrs. for Slum area and 538.87 sq. mtrs. for non-slum area and/or any additional FSI that may be as and when granted/sanctioned or approved by the said Authority upon amendment in applicable Law and Rules made thereunder and permission granted for construction of the said composite building consisting of ground and 22 upper floors storied consisting commercial units/shops on ground floor and residential flats on and above 1st floor;

R. As per the Development Agreement and Power of Attorney both of dated 6th March, 2012 executed between the ad-hoc committee of the proposed housing society viz. NisargaCo-operative Housing Society, the Developers/Promoters- M/s.Anushka Developers are entitled to obtain benefit under S.R.A. scheme and develop the said Property, more particularly written in the 'Schedule' here under written;

S. The Builders/Developers/Promotersare entitled to sale the flats/shops/units of the composite building to be constructed and existed

on ____ floor onwards till ____ floors respectively and/or the more distinctly mentioned on the sanctioned plan as 'SALE', of the project;

T. The Certificate of Title issued by the Advocate of Builders/Developers/Promoters-Mr.AbhayRedij, Advocate High Court, having office at 13, New Shreenath Building, T.H. KatariaMarg, Mahim, Mumbai-400016, showing the nature of the title of the Builders/Developers/Promoters to the said Project Plot/Property, on which proposed composite building and flats/shops/units are to be constructed and to be allotted to the slum dwellers or to be soldto the prospective purchaser/s, has been annexed hereto annexed and marked **Annexure-'G'**;

U. The Party of the Other Part i.e. the Purchaser/s herein, demanded inspection of the documents and title from the Party of the One Part i.e. the Builders/Developers/Promoters herein and the Builders/Developers/Promoters has given inspection to the said Purchaser/s of all the documents of the title relating to the said Project Plot/Property, land, development agreement, power of attorney dated both of dated 6th March, 2012 executed between Society and the Builders/Developers/Promoters and the Plans, designs, specifications prepared by the Architect-Ms.SheetalNikhare of M/s. S.S. Associates and order/permission granted by the Slum Rehabilitation Authority and/or MCGM and the said Purchaser/s is fully conversant with the terms and conditions contained therein and the Builders/Developers/Promoters has

agreed to give on demand the true copies thereof to the Purchaser/s at reasonable charges;

V. This Agreement for Sale shall be duly stamped and registered by the Purchaser/s with the authority/authorities concerned as per the provisions of Law for the time being enforce at his/her exclusive costs, expenses, charges and professional fees and the Builders/Developers/Promoters shall attend to the execution and registration of this Agreement, as the same is required to be executed under the provisions of section 4 of the Maharashtra Ownership Flats [Regulations of the Promotion of Construction, Sale Management and Transfer] Act 1963 and also to be registered as provided under the Registration Act .

W. The Builders/Developers/Promoters has registered the said building Projectunder the provisions of the The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai vide its Registration No_____. An authenticated copy of the said Registration Certificate is annexed and marked as **Annexure- 'H'**;

X. The Builders/Developers/Promoters are entering into separate Agreement in a form similar to this Agreement, with such changes and alterations, as they deem fit with several other persons and parties who may agree to take up and acquire flats/shops/units in the said composite building on ownership basis, on the same terms and conditions, as are contained therein, except and subject to such modification as may be

necessary or considered desirable or proper by the Builders/Developers/Promoters herein;

Y. The Purchaser/s have agreed to purchase and acquire and the Builders/Developers/Promoters have agreed to sale to the Purchaser/s a flat/shop/unit bearing Flat/Shop/Unit No._____ on____ floor, having the carpet area admeasuring _____ sq. ft. (exclusive of balconies) equivalent to _____ sq. mtrs.in the aforesaid composite building known as **"Arya Greens"**, which hereinafter referred to as the "said building", and to be constructed by the Builders/ Developers/Promoters under S.R.A. Scheme, in its composite building to be constructed on the said Property. The Builders/Developers/Promoters alone are entitled to sale, transfer, assign the said Premises i.e. Flat/Shop No. ____ on ____ floor of the said composite building known as **"Arya Greens"** and received the entire consideration towards the sale of the said Premises;

Z. The flat/shop/unit Purchaser/s have entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, scheme etc. and the flat purchaser/s shall be entitled to the said flat/shop/unit and all common amenities thereof;

Now this agreement witnesseth and it is hereby agreed by and between the parties, as follows:

1. The recital stated herein above and Annexure and Schedules shall form an integral part of this agreement, as if specifically incorporated herein.

2. The Builders/Developers/Promoters shall construct the said Building consisting of Ground and Twenty Two upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Builders/Developers/Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Purchaser/s hereby agrees to purchase from the Builders/Developers/Promoters and the Builders/Developers/Promoters hereby agrees to sell to the Purchaser/s, a residential flat being **Flat No.** _____having **carpet** area admeasuring _____ **sq. mtrs.** on ___ **floor** of the Building to be known as **"Arya Greens"** (hereinafter referred to as the **"said Flat"**) as shown in the Floor plan thereof hereto annexed and marked as **Annexures-'I'** hereto, for the consideration of Rs. _____ (Rupees_____ _____ only) including Rs. _____ (Rupees_____ _____ only) 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.

(ii) The Purchaser/s hereby agrees to purchase from the Builders/Developers/Promoters and the Builders/Developers/Promoters hereby agrees to sell to the Purchaser/s garage bearing No. ____ situated at _____ basement/stilt/podium of Level ____,being constructed in the building itself or within the premises of building layout for the consideration of Rs. _____/- (Rupees_____ only.)

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

1. (c) The Purchaser/s has paid **5%** out of aforesaid total consideration amount, on or before execution of this agreement i.e. a sum of Rs. _____ (Rupees_____ _____ only) as advance payment or application fee and hereby agrees to pay to that Builders/Developers/Promoters the balance amount of Rs. _____(Rupees _____only) in the following manner :-

(i) Rs._____/- Being **35%**(thirty five percent) amount out of the total consideration, after the execution of Agreement;

(ii) Rs._____/- Being **7%**(seven percent) amount out of thetotal consideration, on completion of **plinth** work of the said Building;

(iii) Rs._____/- Being **4%**(four percent) amount out of thetotal consideration, on completion of **1st slab** of the said Building;

(iv) Rs._____/- Being **4%**(four percent) amount out of thetotal consideration, on completion of ***3rd*slab** of the said Building;

(v) Rs._____/- Being **4%**(four percent) amount out of thetotal consideration, on completion of **6thslab** of the said Building;

(vi) Rs._____/- Being **4%**(four percent) amount out of thetotal consideration, on completion of **10th slab** of the said Building;

(vii) Rs._____/- Being **4%**(four percent) amount out of thetotal consideration, on completion of **15th slab** of the said Building;

(viii) Rs._____/- Being **4%**(four percent) amount out of thetotal consideration, on completion of **19th slab** of the said Building;

(ix) Rs._____/- Being **4%**(four percent) amount out of thetotal consideration, on completion of ***23rd*slab** of the said Building;

(x) Rs._____/- Being ***5%*** (five percent) amount out of thetotal consideration, on completion of the walls, internal plaster, floorings, doors and windows of the said Flat;

(xi) Rs._____/- Being ***5%*** (five percent) amount out of thetotal consideration, on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat;

(xii) Rs._____/- Being ***5%*** (five percent) amount out of thetotal consideration, on completion of

the external plumbing andexternal plaster, elevation, terraces with waterproofing of the said Building in which the said Flat is located;

(xiii) Rs._____/- Being **5%** (five percent) amount out of thetotal consideration, on completion of lifts, water pumps, electrical fittings, electro-mechanical environment requirements, entrance lobby/the sanitary fittings, staircases, lift wells, lobbies plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the said Building in which the said Flat is located;

(xiv) Rs._____/- Being **5%** (five percent) amount out of the total consideration, against and at the time of handing over of the possession of the said Flat to the Purchaser/s on or after receipt of occupancy certificate or completion certificate or possession of the said Flat, whichever is later.

1. (d) The total price/consideration above excludes Taxes (consisting of tax paid or payable by the Builders/Developers/Promoters 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 Builders/Developers/Promoters) up to the date of handing over the possession of the said Flat.

1. (e) The total price/consideration 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 Builders/Developers/Promoters undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builders/Developers/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 Purchaser/s, which shall only be applicable on subsequent payments.

1. (f) The Builders/Developers/Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments @ ___% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Builders/Developers/Promoters.

1. (g) The Builders/Developers/Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price/consideration payable for the carpet area shall be recalculated upon confirmation by the Builders/Developers/Promoters. If there is any reduction

in the carpet area within the defined limit then Builders/Developers/Promoters shall refund the excess money paid by Purchaser/s 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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Builders/Developers/Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The Builders/Developers/Promoters 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 Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat/Building.

(a) It is made ample clear to the Buyers/Purchaser/s that due to planning constraint as per the D.C. Regulation, there may be some inadequate/sub standard sizes of rooms proposed by the Builders/Developers/Promoters and the same has been approved/sanctioned by the SRA. The said inadequate/sub

standard sizes of the rooms, if any, in the respective flats/units/premises of the prospective buyers/purchasers has been notified to him/her/themand/or made aware about the same. And pursuantof the same, if in the event of any complaint with that regards comes forward in future, then in that event, the CEO (SRA) and its staff shall keep indemnify and kept indemnified from all such claim/damages/risks of whatsoever nature that may arise from the any buyers/purchasers and the Builders/Developers/Promoters shall defend such grievances at its merit at their own costs and responsibility.

(b) It is further made ample clear to the Buyers/Purchaser/s that due planning constraint as per the D.C. Regulation, thesale building is constructed with deficient open space and the same has been brought to the notice of the prospective buyers/purchasers and if in the event of any complaint/grievances/claim/damages raised in future by any of the buyers/purchasers in that behalf, the sameshall be defended by Builders/Developers/Promoters at their own costs, risks and responsibility and shall keep indemnify and/or kept indemnified the CEO (SRA) and its staffagainst all such claim/damages/risks of whatsoever nature and the Builders/Developers/Promoters alone shall be responsibility for the same.

2.2 Time is essence for the Builders/Developers/Promoters as well as the Purchaser/s. The Builders/Developers/Promoters shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the

Builders/Developers/Promoters as provided in clause 1 (c) herein above.

3. The Builders/Developers/Promoters hereby declares that the Floor Space Index available as on date in respect of the Project Land is 3743.85sq. mtrs.only and Builders/Developers/Promoters has planned to utilize Floor Space Index of 538.87 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builders/Developers/Promoters has disclosed the Floor Space Index of 1:3 as proposed to be utilized by them on the Project Land in the said Project and Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Builders/Developers/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builders/Developers/Promoters only.

4.1 If the Builders/Developers/Promoters fails to abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/s, the Builders/Developers/Promoters agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Builders/Developers/Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Builders/Developers/Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Builders/Developers/Promoters.

4.2 Without prejudice to the right of Builders/Developers/Promoters to charge interest in terms of sub clause 4.1 above, on the

Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builders/Developers/Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Builders/Developers/Promoters shall at her/their own option, may terminate this Agreement, Provided that, Builders/Developers/Promoters shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Builders/Developers/Promoters within the period of notice then at the end of such notice period, the Builders/Developers/Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Builders/Developers/Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builders/Developers/Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the said Flat, which may till then have been paid by the Purchaser/s to the Builders/Developers/Promoters.

5. 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 said Flat as are set out in **Annexure-'J'**, annexed hereto.

6. The Builders/Developers/Promoters shall give possession of the said Flat to the Purchaser/son or before **31**st day of **December, 2022**. If

the Builders/Developers/Promoters fails or neglects to give possession of the said Flat to the Purchaser/s on account of reasons beyond her/their control and/or of her/their agents by the aforesaid date, then the Builders/Developers/Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by her/them in respect of the said Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Builders/Developers/Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Builders/Developers/Promoters shall be entitled to reasonable extension of time for giving delivery of said Flat on the aforesaid date, if the completion of Building in which the said Flat is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession -

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

7.2 The Purchaser/s shall take possession of the said Flat within 15 days of the written notice from the Promoter//Developer to the Purchaser/s intimating that the said Flats/Building are ready for use and occupancy:

7.3 Failure of Purchaser/s to take Possession of the said Flat: Upon receiving a written intimation from the Builders/Developers/Promoters as per clause 8.1, the Purchaser/s shall take possession of the said Flat from the Builders/Developers/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builders/Developers/Promoters shall give possession of the the said Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 8.1 below, in such case, Purchaser/s 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 Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Builders/Developers/Promoters any structural defect in the said Flat or the Building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builders/Developers/Promoters at his/their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Builders/Developers/Promoters, compensation for such defect in the manner as provided under the Act.

8.2 The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of *residence or commercial for carrying on any business.(*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser/s along with other Purchaser/s 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 Builders/Developers/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 registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Builders/Developers/Promoters within seven days of the same being forwarded by the Builders/Developers/Promoters to the Purchaser/s, so as to enable the Builders/Developers/Promoters to register the common organization of Purchaser/s of the said Building. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Builders/Developers/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 original Owners/Landlords in the said structure of the Building in which the said Flat is situated.

9.2 The Builders/Developers/Promoters shall, within three months of registration of the Co-operative Housing Society or Limited Company, as aforesaid, cause to be transferred to the Co-operative Housing Society/Limited Company all the right, title and the interest of the original Owners/Landlords in the Project Land on which the said Building is constructed.

9.3 Within 15 days after notice in writing is given by the Builders/Developers/Promoters to the Purchaser/s/s that the said Flat is ready for use and occupancy, the Purchaser/s/s shall be

liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the Project Land 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Building. Until the Society or Limited Company is formed and the said structure of the Building is transferred to it, the Purchaser/s shall pay to the Builders/Developers/Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchasers' share is so determined, the Purchaser/s shall pay to the Builders/Developers/Promoters provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Purchaser/s to the Builders/Developers/Promoters shall not carry any interest and remain with the Builders/Developers/Promoters until a conveyance of the structure of the Building and Project Land is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the Building and Project Land the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Builders/Developers/Promoters to the Society or the Limited Company, as the case may be.

10. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builders/Developers/Promoters, the following amounts :-

(i) **Rs. _____/- towards for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body;

(ii) Rs. 600/- for formation and registration of the Society or Limited Company/Federation/ Apex body;

(iii) Rs._____/- towards proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body, deposit towards provisional

monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body anddeposits towards Water, Electric, and other utility and services connection charges, including deposits towards charges of electrical receiving and Sub Station provided in Layout.

(iv) In addition to (i) to (iii) above, the Purchaser/s shall also pay proportionate charges Rs. _____/- towards Development Charges to be as and when levied by the MCGM and/or State Government, as the case may be;

11. The Purchaser/s shall pay to the Builders/Developers/Promoters a sum of **Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builders/Developers/Promoters in connection with formation of the Co-operative Housing Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

12. At the time of registration of conveyance of the structure of the Building and the Project Land, the Purchaser/s shall pay to the Builders/Developers/Promoters, the Purchaser/s share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building and the Project Land.

13. **Representations and warranties of the Builders/Developers/Promoter-**

The Builders/Developers/Promoters hereby represents and warrants to the Purchaser/s as follows:

i. The Builders/Developers/Promoters 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;

ii. The Builders/Developers/Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the Project Land or the Project except, if any, those disclosed in the title report;

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building shall be obtained by following due process of law and the Builders/Developers/Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and common areas;

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

vii. The Builders/Developers/Promoters 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 Building which will, in any manner, affect the rights of Purchaser/s/s under this Agreement;

viii. The Builders/Developers/Promoters confirms that the Builders/Developers/Promoters is not restricted in any manner whatsoever from selling the said Flat]to the Purchaser/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure/Building along with the Project Land to the co-operative Housing Society that will be formed and registered of the Purchaser/s of the said Building, the Builders/Developers/Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure/Building to the Co-operative Housing Society of the Purchaser/s;

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

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 Project Land) has been received or served upon the Builders/Developers/Promoters in respect of the Project Land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all person or persons into whosoever hands the said Flat may come, hereby covenants with the Builders/Developers/Promoters as follows :-

i. To maintain the Apartment at the Purchasers' own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Building in which the said 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 said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said 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 said 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 said Flat is situated, including entrances of the Building in which the said Flat is situated and in case any damage is caused to the Building in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Builders/Developers/Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the Building in which the said Flat is situated or the said 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the said 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said 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 said 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 Builders/Developers/Promoters and/or the Society or the Limited Company, as the case may be.

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 said 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 said Flat is situated.

vii. Pay to the Builders/Developers/Promoters 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 said 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 Purchaser/s/s for any purposes other than for purpose for which it is sold.

ix. The Purchaser/s 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 Flat until all the dues payable by the Purchaser/s to the Builders/Developers/Promoters under this Agreement are fully paid up.

x. The Purchaser/s 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 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 Purchaser/s 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 said 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 said Flat is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Builders/Developers/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.

xii. Till a conveyance of the Project Land on which the Building in which said Flat is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Builders/Developers/Promoters 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. The Builders/Developers/Promoters shall maintain a separate account in respect of sums received by the Builders/Developers/Promoters from the Purchaser/s 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 Flat or of the said Project Land and Building or any part thereof. The Purchaser/s/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builders/Developers/Promoters 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.

17. **Builders/developers/promoters shall not mortgage or create a charge-**

After the Builders/Developers/Promoters executes this Agreement, she shall not mortgage or create a charge on the said 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 Purchaser/s/s who has taken or agreed to take such said Flat/Project Land.

18. **Binding effect-**

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

Builders/Developers/Promoters, then the Builders/Developers/Promoters shall serve a notice to the Purchaser/s/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s/s shall be treated as cancelled and all sums deposited by the Purchaser/s/s in connection therewith including the booking amount shall be returned to the Purchaser/s/s without any interest or compensation whatsoever.

19. **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.

20. **Right to amend-**

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

21. **Provisions of this agreement applicable to the purchaser/s / subsequent purchaser/s-**

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

22. **Severability-**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. **Method of calculation of proportionate share wherever referred to in the agreement-**

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in the said Bulding Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the flats in the said Building Project.

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 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.

25. **Place of execution-**

The execution of this Agreement shall be complete only upon its execution by the Builders/Developers/Promoters through its authorized signatory at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the Builders/Developers/Promoters and the Purchaser/s, thereafter the Agreement is duly executed by the Purchaser/s and the Builders/Developers/Promoters or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at office of the Builders/Developers/Promoters.

26. The Purchaser/s and/or Builders/Developers/Promoters shall present this Agreement as well as the conveyance in the proper registration office of registration within the time limit prescribed under the Registration Act and the Builders/Developers/Promoters will attend such office and admit execution thereof.

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

Name of Purchaser/s :
Address :
Email ID: :_

Name of Builders/Developers/Promoters: M/s. Anushka Developers.
Address : Shop No. 5, RandhirVihar Society, LalaSheth Compound, T.P. Road, Bhandup (West), Mumbai-400078.
Email ID: : nitin_sagar@yahoo.co.in

It shall be the duty of the Purchaser/s and the Builders/Developers/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 Builders/Developers/Promoters or the Purchaser/s, as the case may be.

28. **Joint Purchaser/s**

That in case there are Joint Purchaser/s all communications shall be sent by the Builders/Developers/Promoters to the Purchaser/s whose name appears first and at the address given by him/her/them which shall

for all intents and purposes to consider as properly served on all the Purchaser/s.

29. **Stamp duty and Registration-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

30. **Dispute resolution-**

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

31. **Governing law-**

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

In witness whereof parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

"First" Schedule above Referred to

A residential flat being **Flat No.** _____ on____ **floor** having **Carpet** area admeasuring _____ **sq. mtrs.**together with/without parking in basement/stilt/podium bearing No. ____ in the said proposed Building to be constructed and known as **"Arya Greens"** and consisting of ground plus ground and twenty two upper floors and constructed on piece or parcel of land plot of land or ground bearing Survey No. 137 and having corresponding C.T.S. Nos. 78, 78/1 to 6 having aggregate area admeasuring 1463.5 sq. mtrs. or thereabout respectively together with the structure, structures, messuages, hereditaments and premises standing

thereon and occupied by the respective tenants/occupants thereto and being situated at Village Bhandup, TalukaKurla of Mumbai Suburban District and situated at Tembipada, Bhandup (West), Mumbai-400 078, within the limits of 'S' Ward of Municipal Corporation of Greater Mumbaiand bounded as follows:-

On or towards North :

On or towards South :

On or towards East :

On or towards West :

"Second" Schedule above Referred to

The common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

[Details of common area to be mentioned here]

Signed and Delivered by
the within named the
'Builders/Developers/Promoters'
M/s. Anushka Developers
through its Partners
1. Mr.NitinBhiva Kshirsagar

2. Mr.PranayPremanandShirsath
in the presence of.. .. ..
Witness (1)
Sign : .....
Name : _____
Add. : _____
_____
Witness (2)
Sign : .....
Name : _____
Add. : _____
_____

Signed and Delivered by
the within named the **'Purchaser/s'**
1. Mr./Mrs._____

2. Mr./Mrs._____
in the presence of.. .. ..
Witness (1)
Sign : .....
Name : _____
Add. : _____
_____
Witness (2)
Sign : .....
Name : _____
Add. : _____
_____

R E C E I P T

Received from the within name **Purchaser/s** a sum of Rs._____/- (Rupees _____ _____ only) being the amount of as stated in the terms Clause No.1 (c) hereinabovevide Cheque No. _____ dated _____ drawn on _____ _____ Bank of _____ Branch. Rs. _____

for M/s. Anushka Developers.

Partners.
(theBuilders/Developers/Promoters)

Annexure- "A" - Copy of the said Registration Certificate under RERA;

Annexure-"B" - Copy of the Certificate of Title issued by Mr. _____, Advocate.

Annexure- "C1" - Copy of 7/12 Extract;

Annexure- "C2" - Copy of Property Registered Card;

Annexure- "D" - Copy of C.T.S. Plan of CTS No. 551/71;

Annexure- "E" - Copy of plan showing Building and open spaces;

Annexure- "F" - Copy of sanctioned floor plans and specifications of the Flat agreed to be purchased by the Purchaser/s,

Annexure- "G" - **List of Amenities**-fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts etc;