

DRAFT WITHOUT PREJUDICE

AGREEMENT FOR SALE

THIS AGREEMENT made at MUMBAI on this ____ day of _____ in the Christian Year TWO THOUSAND _____ between **M/s. CHAMUNDA BUILDERS & DEVELOPERS**, a partnership firm, having its registered office at 111, Chamunda Heritage, Jijamata Nagar, Andheri (East), Mumbai 400 069, hereinafter referred to as “**the DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART** AND Mr./Ms./Messer’s

adult, Indian Inhabitant, aged about ____ years, residing at _____

_____ hereinafter referred to as

“the PURCHASERS ” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

And the Purchasers are hereinafter collectively referred to as **“the Parties”** and individually as **“Party”**.

WHEREAS

1. By various CTS No. have different status of the land and all land belonging to M/s. Chamunda Builders and DEVELOPERS, it consists of **(1) C.T.S. No.294** : The said property originally belonged to the Archbishop of Mumbai, the name of Rangnath Thakurcharan Upadhyay was shown in the “other rights” column. The said property is acquired by the State of Maharashtra. In the property card, the name of the State of Maharashtra is shown as the **“owner”** vide M.E. No. 429 dated 07.01.2008. The said property was acquired by the State of Maharashtra for allowing the occupants thereof to redevelop it under the SRA Scheme. The occupants of the said property have formed a society in the name and style of SHIVAJI NAGAR PUNARVIKAS SAHAKARI GRUH NIRMAN SANSTHA (Prop.). By a Development Agreement dated 4th November, 2007 the said society has given the development rights of the said property M/s. Chamunda Builders & DEVELOPERS the said agreement is duly registered under No.10546/2007, **(2) C.T.S. No.295, 295/1 to 24** : The said property originally belonged to Francis Pavlu Misquitta and others, which was purchased by Rangnath Thakurcharan. By a Registered Conveyance bearing No.

6514/05, dated 18.06.2005, M/s. Chamunda Builders & DEVELOPERS purchased the said property, vide M.E. No. 94, dated 22.12.2005, **(3) C.T.S. No.296, 296/1 to 8** : The said property originally belonged to Ramkrishna Kashinath Raut and Madhukar Kashinath Raut. The said property is acquired by the State of Maharashtra. Hence the State of Maharashtra is presently the owners of the said property and an entry to that effect is made in the property card on 7th January, 2008 by the City Survey Officer, Vile Parle. The said property was acquired by the State of Maharashtra for allowing the occupants thereof to redevelop it under the SRA Scheme. The occupants of the said property have formed a society in the name and style of SHIVAJI NAGAR PUNARVIKAS SAHAKARI GRUH NIRMAN SANSTHA (Prop.) By a Development Agreement dated 4th November, 2007 the said Society has given the development rights of the said property to M/s.Chamunda Builders & DEVELOPERS the said agreement is duly registered under No.10546/2007, **(4) C.T.S. No.297, 297/1 to 5** : The said property originally belonged to Ramesh Hamir Kumbhar, which was purchased by one Hanumanprasad Surajprasad Tripathi, vide Conveyance No.410/70. After the death of the said Hanumanprasad Surajprasad Tripathi, his heirs and legal representatives (1) Smt. Rajeshwari Hanumanprasad Tripathi, (2) Shri Rajendra Hanumanprasad Tripathi, (3) Shri Surendra Hanumanprasad Tripathi sold the said property to M/s. Chamunda Builders & DEVELOPERS by registered conveyance vide No.1658 dated 25th February, 2004 and M.E. No.65 dated 22.06.2004, **(5)**

C.T.S. No.325(Part), Plot-C & Plot-F : The said property originally belonged to one Valentine Francis Misquitta. By a Conveyance dated 29th October, 1945, the said Valentine Francis Misquitta, sold and conveyed the said property to one Manchhalaxmi C. Vithalji. The said Manchhalaxmi C. Vithalji sold the said property to one Manharlal Natubhai and Jashwantlal Mathubhai by a Conveyance, dated 22nd November, 1958. By an unregistered Gift Deed, dated 27th April, 1965, the said Jashwantlal Mathubhai gifted his 50% share in favour of one Anjani Arunkumar. Similarly, by a Gift Deed dated 26th October, 1967, the said Manharlal Mathubhai gifted his 50% share in the said property in favour of his sons – Lalit Manharlal and Gautam Manharlal. Thus, the said Lalit Manharlal and Gautam Manharlal have 25% undivided each in the said property by an Agreement for Sale dated 19th July, 1996, the said Lalit Manharlal, Gautam Manharlal and Anjani Arunkumar jointly agreed to sell the said property to Mr. Amarnath Thakurcharan Upadhyay, the partner of M/s. Chamunda Builders and DEVELOPERS. The said Lalit Manharlal, Gautam Manharlal and Anjani Arunkumar jointly executed a Power of Attorney dated 24th July, 1996 in respect of the said property in favour of Mr. Umesh Bhanwarlal Chouhan who is also a partner of M/s. Chamunda Builders & DEVELOPERS. In pursuance of the said Agreement for Sale. Subsequently, a Deed of Conveyance was executed by the aforesaid Lalit Manharlal and others jointly with Shri Amarnath Thakurcharan Upadhyay (as confirming party) in favour of M/s. Chamunda Builders and DEVELOPERS. The said Deed of

Conveyance is unregistered, but the entire consideration for the said property is paid, **(6) C.T.S. No.370, 370/1 to 370/35** : The said property was originally belonged to Mr. Madhukar alias Madhusudan Kashinath Raut and Mr. Ramkrishna Kashinath Raut. The said original owners granted lease of said property to one Mr. Vasudeo Vithal Dabhade by Lease Deed dated 09.03.1962 registered under No. BND-665 of 1962 on 10.03.1962 for 20 years. The said Mr. Vasudeo Vithal Dabhade constructed chawl and let out premises to occupiers. The said property is declared slum under Notification issued under Section 4(1) of Maharashtra Slum Areas (I. C. & R.) Act, 1971 as per Government of Maharashtra Gazette dated 14.07.1977 bearing No. SLM/1077/5280-G. Meantime Mr. Vasudeo Vithal Dabhade through his advocate sent a notice for option to purchase the said property and thereafter owners sent notice to determine the lease. Mr. Vasudeo Vithal Dabhade did not challenge the said termination or file a suit for specific performance as per the intimation and declaration of the present owners. The said lease was determined by efflux of time and possession was given to the original owners Mr. Madhukar alias Madhusudan Kashinath Raut and Mr. Shri Ramkrishna Kashinath Raut. Mr. Ramkrishna Kashinath Raut expired on 17th April, 1975 leaving behind his two daughters (1) Smt. Snehalata J. Raut (married daughter) (2) Smt. Sulbha S. Save (married daughter) and his two sons (1) Shri Vijay Ramkrishna Raut (2) Shri Shashikant Ramkrishna Raut (son) as his only legal heirs and representatives. Mr. Madhukar alias Madhusudan Kashinath Raut expired on 14th

January, 1984 leaving behind him his wife Smt. Malini Madhukar Raut and his sons (1) Shri Pramod Madhukar Raut (2) Shri Pravin Madhukar Raut (3) Shri Umesh Madhukar Raut and his daughters (1) Smt. Vinodini Pushkar Mhatre (maiden name: Miss Vinodini Madhusudan Raut (2) Smt. Pratibha Dilip Bhatte (Maiden Name Miss Pratibha Madhusudan Raut (3) Smt. Mangala Prabhakar Raut (Maiden Name Miss Mangala Madhusudan Raut) as his only legal heirs and representatives. Smt. Malini Madhukar Raut expired on 24th August, 2010 leaving behind her sons (1) Shri Pramod Madhukar Raut (2) Shri Pravin Madhukar Raut (3) Shri Umesh Madhukar Raut and her daughters (1) Smt. Vinodini Pushkar Mhatre (maiden name: Miss Vinodini Madhusudan Raut (2) Smt. Pratibha Dilip Bhatte (Maiden Name Miss Pratibha Madhusudan Raut (3) Smt. Mangala Prabhakar Raut (Maiden Name Miss Mangala Madhusudan Raut) as her only legal heirs and representatives. Mr. Umesh Madhukar Raut died on 12.06.1995 leaving behind him his wife Smt. Vasundhara Umesh Raut and his daughter Mrs. Shweta Deepak Patil (Maiden Name Miss Shweta Umesh Raut) as his only legal heirs and representatives. Therefore thereafter (1) Mr. Pramod Madhukar Raut (2) Smt. Vinodini Pushkar Mhatre (Maiden Name Miss Vinodini Madhukar Raut) (3) Smt. Pratibha Dilip Bhatte (Maiden Name Pratibha Madhukar Raut (4) Mr. Pravin Madhukar Raut (5) Smt. Mangala Prabhakar Raut (Maiden Name Mangala Madhukar Raut) (6) Smt. Vasundhara Umesh Raut (7) Mrs. Snehlata J. Raut (Maiden Name Miss Snehlata Ramkrishna Raut) (8) Mr. Vijay Ramkrishna Raut (9) Mr.

Shashikant Ramkrishna Raut (10) Smt. Sulbha S. Save (Maiden Name Sulbha Ramkrishna Raut) being were the joint owners of the said property alongwith the structures. By Deed of Conveyance dated 30th November, 2010 registered under No. BDR-9/529 of 2011 dated 17.01.2011 the abovementioned owners have sold, assigned and transferred their all right, title and interest of the said property alongwith the structure standing thereon to M/S. CHAMUNDA BUILDERS & DEVELOPERS a partnership firm through its partners (1) Mr. Amarnath Thakurcharan Upadhyay and (2) Mr. Umesh Bhanwarlal Chouhan. The name of Mr. Vasudeo Vithal Dabhade is removed as per order dated 13.10.2015 as per city survey records and fresh property card is issued showing the name of Chamunda Builders and Developers as a holder on 20.02.2018 with respect to the said property. Mr. Vasudeo Vithal Dabhade therefore filed a suit bearing No. 226 of 2013 before Hon'ble High Court claiming right over the said property and other reliefs with an application for ad-interim reliefs. The Notice of Motion No.536 of 2013 in above suit was dismissed by the Hon'ble High Court on 06.12.2018 and no interim reliefs were granted to the said Mr. Vasudeo Vithal Dabhade. In these circumstances M/s. Chamunda Builders and Developers are the owners and seized and possessed of the said property alongwith the structure standing thereon, **(7) C.T.S. No.386(part)** : The said property originally belonged to one Laxman Mahadu Bhujbal who died on or about 3rd February, 1961. After his death the said property was transferred to the name of his son Janardhan Laxman Bhujbal. By the sale deed

dated 21st June, 1963 Gopal Lalaji Bhaije purchased the area admeasuring 500 sq. yards out of the said property. By the sale deed dated 24th March, 1965 the said Gopal Lalaji Bhaije purchased further portion admeasuring 300 sq.yards out of the said property from Janardhan Laxman Bhujbal and others. Thus the said Gopal Lalaji Bhaije became the owner of the said property to the extent of 850 sq. yards. The said Gopal Lalaji Bhaije died intestate on about 18th November, 1976 and thereupon the said property was transferred to the names of his heirs and legal representatives viz. Anusuya Gopal Bhaije others. By the registered Conveyance bearing No.9065 dated 24th December, 2003, M/s.Chamunda Builders and DEVELOPERS purchased the said property to the extent of 710.6 sq.meters from the said Anusuya Gopal Bhaije and others, vide M.E. No. 51 dated 31.01.2004, **(8) C.T.S. No.387** : One Hirabai Bratar Chandrasen Ganpatrao and Dattatraya Ramrao Kothare were the original owners of the said property. The said Hirabai Bratar Chandrasen Ganpatrao and Dattaraya Ramrao Kothare sold the said property to Shri Janardan Anant Shanbhag in the year 1977. In the year 1990 the said Shri Janardan Anant Shanbhag included the name of his wife Smt. Pramila Janardan Shanbhag in the records of the said property as joint owner. The said Shri Janardan Anant Shanbhag died intestate in Mumbai on or about 11th April, 2001. Thereupon the names of all his heirs and representatives including that of wife being (1)Pramila Janardan Shanbhag (2) Shri Mohandas Janardan Shanbhag (3) Ravindra Janardan Shanbhag and (4) Sheetal Pai nee Snehaprabha

Janardan Shanbhag were inserted in the property cards of the said property as joint owners. By a Development Agreement coupled with a General Power of Attorney the aforesaid persons granted the development rights of the said property to M/s.Chamunda Builders & Developers and the said Development agreement is duly registered with the Sub-Registrar of Assurances, Andheri-I, Mumbai Suburban District, vide Regn. No.3877 dated 7th May, 2004, **(9) C.T.S. No.388, 388/1 to 10** : The said property were the original owned by Mr. Madhukar alias Madhusudan Kashinath Raut and Mr. Ramkrishna Kashinath Raut. On their death the property devolved upon (1) Mrs. Malini Madhukar Raut (2) Mr. Pramod Madhukar Raut (3) Smt. Vinodini P. Mhatre (4) Smt. Pratibha D. Bhatte (5) Mr. Pravin Madhukar Raut (6) Smt. Mangala P. Raut (7) Mrs. Vasundhara Umesh Raut widow of Late Mr. Umesh Madhukar Raut (8) Smt. Snehalata J. Raut (9) Mr. Vijay Ramkrishna Raut (10) Mr. Shashikant Ramkrishna Raut and (11) Smt. Sulbha S. Save jointly as their only legal heirs and representatives according to Law of Succession. By a Deed of Conveyance dated 29.08.2009 M/s. Chamunda Builders and Developers purchased the said property which was subsequently registered with the Sub-Registrar of Assurances, Andheri-3, Mumbai Suburban District, vide registration no.530/2011 dated 17.01.2011 by executing a Deed of Confirmation dated 17.01.2011.

2. The said properties includes non slum and slum area declared under Section 4 of the Maharashtra Slum Areas (I.C. & R) Act, 1971, hereinafter collectively referred to as “**the said property**”.

Subject to the aforesaid observations and compliance and subject to the permissions and sanctions of the concerned authorities, the said M/s. Chamunda Builders & Developers are legally entitled to develop the said properties and they have sole and exclusive rights to sell and dispose of the flats/shops/parking spaces in the building/s constructed on the said properties available for free sale to any person or persons of their choice and receive the consideration thereof.

3. AND WHEREAS the area of the said property declared by the State of Maharashtra as Slum Area under Section 4 of the Maharashtra Slum Areas (I.C. & R) Act, 1971; AND the non slum area in aggregate admeasuring about 7234.40 sq. mtrs. which is more particularly described in the **Schedule – I** hereunder written;

4. AND WHEREAS there are several structures existing on the said property, which are protected pursuant to the policy of the State of Maharashtra, vide Notifications bearing Ref. Nos. DCR/1095/1209/CR-273/UD II dated 27th August 1996 and 3rd May 1997.

5. AND WHEREAS the occupiers in possession of the structures standing on the portion of said property have formed their society known as Shivaji Nagar SRA Co-op. Hsg. Soc. Ltd., which is duly registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960 vide Registration No. MUM/SRA/HSG/(TC)/11811/2010 dated 14/05/2010 respectively, with the view to develop the said properties more particularly

described in Schedule-I hereunder written and hereinafter referred to as “the said property” for the sake of brevity.

6. AND WHEREAS the hutment dwellers and members of the society wanted to develop the said property under the Slum Rehabilitation Scheme for the purpose of rehabilitating themselves under D.C. Rule 33 (10) read with the provisions of Maharashtra slum Areas (I.C. & R) Act, 1971.

7. AND WHEREAS the Slum dwellers eligible members of the said Societies have appointed the DEVELOPERS herein as their DEVELOPERS to develop the said property and to get the slum redevelopment scheme implemented;

8. AND WHEREAS accordingly the said societies through its office bearers had entered into separate Development Agreements with DEVELOPERS herein thereby agreeing to develop the said property under the Slum Rehabilitation Scheme by providing permanent alternative accommodation to the eligible occupants.

9. AND WHEREAS as per the said Development agreements and as per the provisions of the Notifications issued in that behalf the DEVELOPERS are entitled avail the benefit of F.S.I. additional F.S.I. and T.D.R. granted by the State of Maharashtra by utilizing it the DEVELOPERS are entitled to construct surplus/additional tenements in excess of what is required to rehabilitate the existing eligible members of the said societies, which can be sold by the DEVELOPERS to the members of the public as per this choice, on ownership basis at market rate and retain the entire sale proceeds thereof;

10. AND WHEREAS the DEVELOPERS are entitled to construct separate buildings to provide accommodation to the society's present members and for sale of tenements on ownership basis to the members of public;

11. AND WHEREAS the Annexure-II is issued by the Land Owning Authority in respect of the said property;

12. AND WHEREAS the DEVELOPERS propose to construct a building on the said property more particularly described in the Schedule-I hereunder approved/sanctioned by the Slum Rehabilitation Authority under L.O.I. No. SRA/Eng/1954/KE/PL/AND/STGL/LOI dated 20/08/2018 for the construction of the said building on the said property;

13. AND WHEREAS the Slum Rehabilitation Authority issued Revised I.O.A. No. K-E/PVT/0153/20080425/AP/R dated 04/10/2018 in respect of the sale component of the tenements to be constructed on the said property.

14. AND WHEREAS the Slum Rehabilitation Authority has also issued Commencement Certificate vide No. KE/PVT/0153/20080425/AP/R dated 09/10/2018;

15. And whereas THE DEVELOPERS are therefore legally entitled to develop the said property more particularly described in Schedule-I hereunder written and they have sole and exclusive rights to sell/allottee the flats/shops/parking spaces in the building/s to be constructed on the said property available for free sale and receive the sale price in respect thereof;

16. AND WHEREAS the DEVELOPERS have registered the said project as a real estate project with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration No. _____ dated _____ for the Project (“**RERA Certificate**”). A copy of the RERA Certificate is annexed hereto. The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser has agreed and consented to the development of the Real Estate Project. The Purchaser has also examined all the documents and information uploaded by the DEVELOPERS on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

17. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:

- (i) There is/are composite rehab building/s with separate entrance/s.
- (ii) The sale wing shall comprise of units/flats consisting of residential apartments, flat/s.

(iii) The common areas, facilities and amenities in the said Real Estate Project that may be usable by the purchasers and are listed in the **Schedule IV** hereunder written.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

18. The DEVELOPERS are entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said building (defined below), in full or in part, as may be required by the applicable laws from time to time.

19. The Purchasers is/are desirous of purchasing a residential flat bearing No. _____ on the _____ floor in the Real Estate Project (hereinafter referred to as the "**said Flat**") has/have approached the DEVELOPERS and paid an advance of Rs. _____ (Rupees _____) by Cheque bearing No. _____ dated _____ drawn on _____ and requested to allot to him/her/them the said Flat in the said Building more particularly described in the **Schedule II** hereunder written.

20. The DEVELOPERS have entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

21. The DEVELOPERS have appointed a structural Engineer for the preparation of the structural design and drawings of the

buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

22. The DEVELOPERS (as per the terms of the Development Agreement and the Project Agreement) have the exclusive right to sell / lease / allot, deal with and dispose off their respective units / Flat to be constructed on the said Property to various Allottee/s.

23. The DEVELOPERS has the right to sell the said Flat in the Real Estate Project to be constructed by the DEVELOPERS, and, to enter into this Agreement with the Purchasers of the Flat to receive the sale consideration in respect thereof.

24. On demand from the Purchasers, the DEVELOPERS have given inspection to the Purchasers of all the documents of title relating to the Property, and the plans, designs and specifications prepared by the DEVELOPERS's Architects and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder.

25. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPERS while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

26. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, (ii) all the requisite permissions required for applying for and obtaining a further commencement certificate with respect to the balance FSI to be utilised the said Building shall be applied for and obtained by the DEVELOPERS, and (iii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the DEVELOPERS.

27. The DEVELOPERS have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

28. The carpet area of the said Flat as defined under the provisions of RERA, is _____ square meters equivalent to _____ square feet.

29. 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.

30. The Purchasers has, prior to the date hereof, examined all the deeds, documents approvals including those setout above and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants and has also understood the documents and information in all respects. The

Purchasers has agreed and consented to the development of the Real Estate Project.

31. The DEVELOPERS has agreed to sell to the Purchasers and the Purchasers has / have agreed to purchase and acquire from the DEVELOPERS, the said Flat for a price of Rs. _____/- (Rupees _____ Only) and upon the terms and conditions mentioned in this Agreement (“**Sale Consideration**”). Prior to the execution of these presents, the Purchasers has / have paid to the DEVELOPERS a sum of Rs. _____/- Rupees _____, being advance payment of of the Sale Consideration of the Flat agreed to be sold by the DEVELOPERS to the Purchasers as advance payment (the payment and receipt whereof the DEVELOPERS hereby admit and acknowledge).

32. Under Section 13 of the RERA, the DEVELOPERS are required to execute a written agreement for sale of the said Flat with the Purchasers i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

33. In accordance with and subject to the terms and conditions set out in this Agreement, the DEVELOPERS hereby agree to sell and the Purchasers hereby agree to purchase and acquire, the flat bearing No. _____ on _____ floor in the proposed building to be constructed on the said property to be known as “CHAMUNDA DARSHAN” upon and subject to the terms & conditions hereinafter provided.

34. The list of Annexures attached to this Agreement are as follows:

- a) RERA Certificate
- b) Intimation of Approval
- c) Commencement Certificate
- d) Property Registered Card
- e) Sanctioned Plan
- f) Title Certificate

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. The DEVELOPERS is constructing the composite building by name as "**Chamunda Darshan**" consisting of ground/stilt and upper floors on the said property in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser. The DEVELOPERS shall be entitled to make such changes in the building plans (including change or users of the area therein) as the DEVELOPERS may from time to time determine and as may be approved by the Slum Rehabilitation Authority / Municipal

Corporation of Greater Mumbai and other concerned authorities and the Purchaser hereby agree to the same. The said building will be constructed in accordance with the specifications as approved by the Slum Rehabilitation Authority / Mumbai Municipal Corporation.

3. **Purchase of the Flat and Sale Consideration:**

a) The Purchasers hereby agrees to purchase and acquire from the DEVELOPERS, and the DEVELOPERS hereby agrees to sell to the Purchaser/s, the Flat No. _____ admeasuring about _____ square meters equivalent to _____ square feet carpet area as per RERA on the _____ floor in a building “Chamunda Darshan” as more particularly described in **Schedule II** for the consideration of Rs. _____/- Rupees _____

(“**the Sale Consideration**”). The said Flat contained amenities within it as set out in the **Schedule III** hereto.

(b) The Purchasers hereby agrees to pay to that DEVELOPERS the Sale Consideration as per normal terms of payment as under:

Sr. No.	Event	Payment in %
1.	On booking / application / earnest Money	10%
2.	Before the execution of Agreement and simultaneous with registration	20%
3.	On completion of the plinth	15%

4.	On completion of the slabs in following manner:- 1 st slab 2 nd slab 3 rd slab 4 th slab 5 th slab 6 th slab 7 th slab 8 th slab 9 th slab 10 th slab 11 th slab	2.50% 2.25% 2.25% 2.25% 2.25% 2.25% 2.25% 2.25% 2.25% 2.25% 2.25%
5.	On completion of the internal walls and internal plaster.	5%
6.	On completion of the external plaster, elevation and terrace waterproofing.	5%
7.	On completion of flooring, Doors and windows	5%
8.	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Flat	5%
9.	On completion of the lifts, water pumps, electrical fittings, electro mechanical fitting of the Building	5%

10.	On/After receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and on offering possession.	5%
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(c) The Developer shall issue a notice to the Purchasers intimating the Purchasers about the stage-wise completion of the said Building as detailed in the Clause 3(b) above (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as “**the Installments**”). The payment shall be made by the Purchasers within 7 (seven) days of the Developer making a demand for the payment of the Installment, time being the essence of the contract.

(d) The payment by the Purchasers in accordance with the Clause 3(b) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Developer has agreed to allot and sell the said flat to the Purchasers at the Sale Consideration inter-alia because of the Purchasers having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(b) hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of

signing of this Agreement shall be paid by the Purchasers simultaneously on the execution of this Agreement.

(e) The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the flat and/or this Agreement payable by the Purchasers) up to the date of handing over the possession of the said flat including future taxes if any. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Purchasers alone and the Developer shall not be liable to bear or pay the same or any part thereof.

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

(g) The Developer shall confirm the final carpet area that has been allotted to the Purchasers after the construction of the said Building is complete and the Occupation Certificate is granted by the Slum Rehabilitation Authority / Municipal Corporation of Greater Mumbai (MCGM), by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the RERA carpet area of the Flat, shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit of 3%, then, the Developer shall refund the excess money paid by Purchasers within 45 (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 Purchasers. If there is any increase in the carpet area allotted to Purchasers, the Developer shall demand additional amount from the

Purchasers towards Sale Consideration, which shall be payable by the Purchasers prior to taking possession of the Flat. It is clarified that the payments to be made by the Developers / Purchasers, as the case may be, shall be made at the same rate as agreed in Clause 3(a) above.

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

(i) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Purchasers and other Purchasers of the Real Estate Project are listed in the **Schedule IV** hereunder written with internal fitting and fixtures.

(j) The Developer has agreed to sell to the Purchasers and the Purchasers has / have agreed to acquire from the Developer the said flat on the basis of the RERA carpet area only and the Sale Consideration agreed to be paid by the Purchasers to the Developer is agreed on the basis of the RERA carpet area of the said flat. The Sale Consideration is only in respect of the said flat and the Developer has neither charged nor recovered from the Purchasers any price or consideration for the common areas and that the common

areas shall be allowed to be used free of cost, without any price or consideration.

(k) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the SRA & MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchasers, obtain from the SRA/MCGM, the Occupation Certificate or Completion Certificate in respect of the said Flat.

(l) Time is of the essence for the Developer as well as the Purchasers. The Developer shall abide by the time schedule for completing the Flat and handing over the Flat to the Purchasers after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Purchaser. Similarly, the Purchasers shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

(m) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Developer. In case of any financing arrangement entered by the Purchasers with any financial

institution with respect to the purchase of the said flat, the Purchasers undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Developer. Any payments made in favour of / to any other account other than it shall not be treated as payment towards the said Flat. The Purchasers shall satisfy the Developer either through its banker's commitment or in such other manner as shall be determined by the Developer with regard to the security for the payment of each installment of the Sale Consideration. The Developer shall be entitled to change the account by giving a written notice to the Purchasers to this effect in which case the payments of the amounts under this Agreement shall be made by the Purchasers and / or the aforesaid financial institution in such new account.

(n) The Purchasers is / are aware that the Purchasers is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Purchasers shall comply with the same.

(o) The Purchasers agrees and confirms that in the event of delay / default in making payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement as called upon by the Developer, then

without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Purchasers and the Purchasers shall forthwith pay the balance amount due and payable by the Purchasers to the Developer.

(p) Notwithstanding anything contained herein, the payment made by the Purchasers shall be allocated at the discretion of the Developer, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Developer to appropriate any amounts received from the Purchasers towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Purchasers to the Developer.

4. **Possession Date, Delays and Termination:**

(a) The DEVELOPERS shall give possession of the Flat to the Purchasers on or before _____ (**"Possession Date"**). Provided however, that the DEVELOPERS shall be entitled to extension of time for giving delivery of the Flat on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

(i) Any force majeure events such as riot, bandh, civil commotion, usurpation of power by Military

Authorities, war, hostilities of war, shortage/non availability of cement, steel, sand or construction materials due to strike of manufacturers, suppliers, transporters or other intermediaries or due to any other reason/s whatsoever, notification or enactment of the Government and/or of any other Public Body or Authority or any injunction or order of Court of Law or earthquake or any act of force majeure or any type of obstruction on the said property and subject to the owner making out marketable title to the said property.

- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (iii) Any stay order / injunction order issued by any Court of Law, competent authority, the MCGM, statutory authority;
 - (iv) Any other circumstances that may be deemed reasonable by the Authority.
- (b) If the DEVELOPERS fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Flat to the Purchasers on the Possession Date (save and except for the reasons as stated in Clause 4(a), then the Purchasers shall be entitled to either of the following:

- (i) call upon the DEVELOPERS by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the DEVELOPERS (**"Interest Notice"**), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (**"the Interest Rate"**), on the Sale Consideration paid by the Purchaser/s. The interest shall be paid by the DEVELOPERS to the Purchasers till the date of offering to hand over of the possession of the said Flat by the DEVELOPERS to the Purchaser/s; **OR**
- (ii) the Purchasers shall be entitled to terminate this Agreement by giving written notice to the DEVELOPERS by Courier / E-mail / Registered Post A.D. at the address provided by the DEVELOPERS (**"Purchasers Termination Notice"**). On the receipt of the Purchasers Termination Notice by the DEVELOPERS, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the DEVELOPERS, the DEVELOPERS shall refund to the Purchasers the amounts already received by the DEVELOPERS under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending

Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the DEVELOPERS received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the DEVELOPERS (as stated in this clause), the Purchasers shall have no claim of any nature whatsoever on the DEVELOPERS and/or the said Flat and/or car park and the DEVELOPERS shall be entitled to deal with and/or dispose off the said Flat and/or the car park in the manner it deems fit and proper.

- (c) In case if the Purchasers erected his remedy under Clause 4(b)(i) above then in such a case the Purchasers shall not subsequently be entitled to the remedy under Clause 4(b)(ii) above and vice versa.
- (d) If the Purchasers fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Purchasers shall pay to the DEVELOPERS interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

- (e) Without prejudice to the right of the DEVELOPERS to charge interest at the Interest Rate mentioned at Clause 4(d) above, and any other rights and remedies available to the DEVELOPERS, any of the following events shall constitute an event of default of the Purchasers (“**Events of Default**”):
- (i) on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the DEVELOPERS under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings);
 - (ii) the Purchasers committing three defaults of payment of installments of the Sale Consideration,
- (f) Upon occurrence of an Event of Default, the DEVELOPERS shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s; Provided that, the DEVELOPERS shall give notice of 15 (fifteen) days in writing to the Purchasers (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

- (g) If the Purchasers fails to rectify the breach or breaches mentioned by the DEVELOPERS within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the DEVELOPERS shall be entitled to terminate this Agreement by issuance of a written notice to the Purchasers ("**DEVELOPERS Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s; On the receipt of the DEVELOPERS Termination Notice by the Purchaser/s; this Agreement shall stand terminated and cancelled.
- (h) On the termination and cancellation of this Agreement in the manner as stated in Clause 4(f) above:
- (i) The DEVELOPERS will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Purchasers agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the DEVELOPERS, and that the same shall be in the nature of liquidated damages and not penalty:
- a. an amount equivalent to 5% (five per cent) of the Sale Consideration together with applicable taxes thereon;

or

- b. in case of any brokerage being paid with respect to the booking or allotment of the said Flat, an amount equivalent to 6% (six per cent) of the Sale Consideration together with applicable taxes thereon.
- (ii) The DEVELOPERS will refund the balance, if any, without interest only after deducting and / or adjusting from the balance amounts, GST and / or any other amount due and payable by the Purchasers and / or paid by the DEVELOPERS in respect of the Sale Consideration.
- (iii) In case if the DEVELOPERS receive a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the DEVELOPERS to the Purchasers without any interest thereon.
- (iv) The Purchasers shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the DEVELOPERS or in respect of the said Flat or the Aggregate Areas or any part thereof or the common areas and facilities and limited common areas and every part thereof and the DEVELOPERS shall be entitled to deal with and dispose of same to any other person/s as the DEVELOPERS deems fit in its sole and absolute discretion without any further act or consent from

the Purchasers and/or any notice or reference to the Purchaser/s.

5. **Procedure for taking possession:**

- (a) Upon obtainment of the Occupancy Certificate from the SRA/MCGM and upon payment by the Purchasers of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the DEVELOPERS shall offer possession of the said Flat to the Purchasers in writing ("**Possession Notice**"). The Purchasers agrees to pay the maintenance charges as determined by the DEVELOPERS or the Society, as the case may be. The DEVELOPERS on its behalf shall offer the possession to the Purchasers in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- (b) The Purchasers shall take possession of the said Flat within 15 days of the Possession Notice.
- (c) Upon receiving the Possession Notice from the DEVELOPERS as per Clause 5(a) above, the Purchasers shall take possession of the said Flat from the DEVELOPERS by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the DEVELOPERS, and the DEVELOPERS shall give possession of the said Flat to the Purchaser/s. Irrespective of whether the Purchasers takes or fails to take possession of the Flat within the

time provided in Clause 5(b) above, such Purchasers shall continue to be liable to pay maintenance charges and all other charges with respect to the Flat, as applicable and as shall be decided by the DEVELOPERS.

- (d) The Purchaser shall check-up all fixtures and fittings in the said flat before taking possession. Thereafter, the Purchaser shall have no claim against the Developers in respect of any item or work in the said flat or in the said building, which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this Agreement and/or this Agreement and/or otherwise howsoever in relation thereto.
- (e) Within 15 (fifteen) days of receipt of the Possession Notice, the Purchasers shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the RERA carpet area of the said Flat, of outgoings in respect of the Real Estate Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other 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 Real Estate

Project. Until the Society is formed and the Society Transfer is duly executed and registered, the Purchasers shall pay to the DEVELOPERS such proportionate share of outgoings as may be determined by the DEVELOPERS at its sole discretion. The Purchasers further agrees that till the Purchaser's share is so determined by the DEVELOPERS at its sole discretion, the Purchaser shall pay to the DEVELOPERS provisional contribution towards the outgoings. The amounts so paid by the Purchasers to the DEVELOPERS shall not carry any interest and shall remain with the DEVELOPERS until the Society Transfer is duly executed and registered. On execution of the Society Transfer, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the DEVELOPERS to the Society and the Purchasers hereby agreed to pay to the DEVELOPERS for excess payment paid if any.

- (f) It is expressly agreed and confirmed by the Purchaser hereto that till the proposed society or limited company is formed and the property is transferred to the said society or limited company, the Purchaser shall have no right in the said property.

6. If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser/s, the Purchasers brings to the notice of the DEVELOPERS any structural defect in the said Flat or

the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPERS at its own cost and in case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the DEVELOPERS, compensation for such defect in the manner as provided under the RERA. It is clarified that the DEVELOPERS shall not be liable for any such defects if the same have been caused by reason of the change, alteration or make addition or willful default and/or negligence of the Purchasers and/or any other Purchasers and normal wear & tear, proper due servicing & maintenance in the Real Estate Project. If the building or any part thereof gets destroyed and/or damaged on account of any act of God, such as enemy war or other causes beyond the control of the DEVELOPERS, such losses incurred to the structures will be fully sustained by the Purchaser along with the other Purchasers and DEVELOPERS shall not be responsible for such losses.

7. The Purchasers shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence only.

8. **Facility Manager**

(a) The DEVELOPERS has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Property / the said Building, such decision shall be final and binding. Subject to the provisions of the Clause 8(c) below, the Society shall be entitled to undertake the maintenance of the Property / the

said Building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The DEVELOPERS may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and /or the Property and the Purchasers hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(b) The DEVELOPERS shall have the right to designate any space on the Property and/or the said Building or any part thereof 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 said Building. The DEVELOPERS shall also be entitled to designate any space on the Property and/or in the terrace of the said Building to such utility provider either on leave and licence or leasehold basis for the purpose of installing power substations with a view to service the electricity requirement in the said Building and / or in any other buildings.

(c) Notwithstanding any other provision of this Agreement, the DEVELOPERS has right to and shall be entitled to nominate any person (“**Facility Manager**”) to manage the operation and maintenance of the said Building, common amenities and facilities on the Property after the completion of the development of the Property. The DEVELOPERS has the authority and discretion to negotiate with such Facility

Manager 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 Facility Manager shall be borne and paid by the residents/ Purchasers / occupiers of the Flat in the manner as may be determined by the Facility Manager and / or the DEVELOPERS, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Purchasers agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the DEVELOPERS or towards the maintenance charges determined by such agency and / or the DEVELOPERS. It is agreed and understood by the Purchasers that the cost of maintenance of the said Building shall be borne and paid by the Purchasers of the units / Flat in the said Building alone;

(d)The Purchasers agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the DEVELOPERS and/or the Facility Manager, including without limitation, payment of the Purchasers share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Property and / or the said Building constructed thereon.

9. Membership of the Society:

(a) The Purchaser along with other Purchaser (s) of flats in the building shall join in forming and registration of society or a limited company to be known by name "CHAMUNDA DARSHAN CO-OPERATIVE HOUSING SOCIETY LTD." and for the purpose from time to time sign and execute the necessary application forms for registration and /or membership and the other papers and documents necessary for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to register the organization of all the flat purchasers under Section 10 of the said act within time limit prescribed by the rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article 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. The name of the said building shall forever be "CHAMUNDA DARSHAN CO-OPERATIVE HOUSING SOCIETY LTD."

(b) stamp duty and registration charges payable by the said Society or Limited Company on the Conveyance or Lease or any document or Instrument of transfer in respect of the said property and the said building to be executed in favour of the

Society or Limited Company, shall only be paid by the Purchasers/Society and Developer will co.operate the society for required documentation.

(c) The Society shall admit all PURCHASERS of flats and flat in the said Building as members, in accordance with its bye-laws.

(d) The Developers shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flat in the Real Estate Project, if any with respect of their rights and benefits conferred herein or otherwise. If the Developer transfer, assign and dispose of such rights and benefits at any time to anybody, the assignee, transferee and/or purchaser thereof shall become the member of the society in respect of the said rights and benefits. The Purchasers herein and the society will not have any objection to admit such assignee or transferee as the members of the society and without any transfer fees.

(e) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision, due servicing & maintenance of the said building & all amenities, facilities provided by the Developers of the Real Estate Project, and the Purchasers shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things including as may be required in this regard.

(f) The cost, charges, expenses, levies, fees, taxes, duties, with respect to the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional

fees charged by the Advocates Solicitors engaged by the DEVELOPERS for preparing, drafting and approving all such documents, shall be borne and paid by the respective members/intended members including the Purchasers, as the case may be, and the DEVELOPERS shall not be liable toward the same.

10. **Transfer to the Society:**

(a) Upon completion of entire development & obtaining of the occupation certificate the said Building along with the common areas, facilities and amenities described in **Schedule IV** hereunder written shall be deemed to be vested to the Society in accordance with the applicable law.

(b) The costs, expenses, charges, levies and taxes on the Society Transfer, conveyance including stamp duty and registration charges if any shall be borne and paid by the Society and flat purchasers and the Developers shall not be liable towards the same. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the DEVELOPERS shall not be responsible for the same.

(c) The Developer shall not be liable to share the maintenance charges in respect of the unsold flat/shop/stilt-open parking space. The Developers will bear the Municipal Assessment if any payable and nothing else.

(d) The Purchasers, his/her/their servants or agents shall not be entitled to park the motor car, motor cycle, scooter, cycle and/or any other vehicles in the compound of the building except with the consent and prior permission of the Developers and in accordance with the rules framed by the Developers.

11. The Purchasers shall, before delivery of possession of the said Flat in accordance with Clause 5 above, deposit the following amounts with the DEVELOPERS:

(a) Rs. _____ /-(Rupees _____ only) for proportionate share of membership fee of the Society;

(b) Rs. _____ /-(Rupees _____ only) for proportionate share of taxes and other charges/levies in respect of the Society;

(c) Rs. _____ /-(Rupees _____ only) for deposit towards provisional contribution towards outgoings of Society such as water, electricity, and other utility and services connection charges etc. till handing over society affairs

(d) Rs. _____ /-(Rupees _____ only) for deposits of electrical receiving and sub-station provided/to be provided in layout of the said Property.

(e) Rs. _____ /-(Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Developer in connection with this Agreement, the transaction contemplated hereby, and, the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings.

The above amounts are not refundable and no accounts or statement will be required to be given by the Developer to the Purchasers in respect of the above amounts deposited by the Purchasers with the Developer save and except for amount received under Clause 11(c) above. The amounts as mentioned in this Clause shall be deposited by the Developer in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Purchaser as and when required.

12. The DEVELOPERS have informed the Purchasers that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Property. The DEVELOPERS have further informed the Purchasers that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchasers alongwith other PURCHASERS of flats/units/Flat in the Real Estate

Project and /or the Property, and the Purchasers shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the PURCHASERS of flats/units/Flat on the Real Estate Project including the Purchasers herein and the proportion to be paid by the Purchasers shall be determined by the DEVELOPERS and the Purchasers agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchasers nor any of the Purchasers of flats/units/Flat in the Real Estate Project shall object to the DEVELOPERS laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Property.

13. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Purchaser in respect of the said flats, the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title and interest in the said building and/or in the said property or any part thereof or open land surrounding the said building and give them as open parking space or in any other manner, they deem fit including to assign and/or given on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Purchaser.

14. **Representations and Warranties of the DEVELOPERS:**

The DEVELOPERS hereby severally represents and warrants to the Purchasers as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, the Proposed Plan and subject to the RERA Certificate:

- (i) The DEVELOPERS have clear and marketable title and has the requisite rights to carry out development upon the said Property (as setout above) and also has actual, physical and legal possession of the said Property for the implementation of the Real Estate Project (as setout above);
- (ii) The DEVELOPERS have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project save and except those disclosed to the Purchaser /s;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed to the Purchaser /s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real

Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the DEVELOPERS have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- (vi) The DEVELOPERS have 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 Purchasers created herein, may prejudicially be affected;
- (vii) The DEVELOPERS 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 Free Property and / or the said Flat, which will, in any manner, affect the rights of Purchasers under this Agreement;
- (viii) The DEVELOPERS confirms that the DEVELOPERS are not restricted in any manner whatsoever from selling the said Flat to the Purchasers in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Society Transfer, the DEVELOPERS shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Schedule IV** hereunder written to the Society;
- (x) The DEVELOPERS 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 Real Estate Project to the competent Authorities till the Society Transfer and thereupon shall be solely borne by the Society and the flat purchasers;
- (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 Property) has been received or served upon the DEVELOPERS in respect of the Property and/or the Project except those disclosed to the Purchaser/s.

15. The Purchaser/s, with intention to bring all persons into whosoever hands the Flat and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the DEVELOPERS as follows:

- (a) To maintain the said Flat at the Purchaser's 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 Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities and DEVELOPERS.
- (b) 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 Real Estate Project 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 Real Estate Project in which the said Flat is situated and in case any damage is caused to the Real Estate Project in which the said Flat is situated or the said Flat on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach.

- (c) To carry out at his 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 DEVELOPERS to the Purchasers and shall not do or suffer to be done anything in or to the Real Estate Project 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 Purchasers committing any act in contravention of the above provision, the Purchasers 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 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 Real Estate Project 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 Real Estate Project 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 said Flat without the prior written permission of the DEVELOPERS and/or the Society;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project in which the said Flat 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 Flat in the compound or any portion of the Free Sale Property and/or the Real Estate Project in which the said Flat is situated.
 - (g) Pay to the DEVELOPERS within 15 (fifteen) days of demand by the DEVELOPERS, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Flat is situated.
 - (h) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

- (i) Not to change the user of the said Flat without the prior written permission of the DEVELOPERS and Society;
- (j) The Purchasers shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Flat or dispose of or alienate otherwise howsoever, the said Flat and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Purchasers to the DEVELOPERS under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Purchasers is desirous of transferring the said Flat and/or its rights under this Agreement prior to making such full and final payment, then, the Purchasers shall be entitled to effectuate such transfer only with the prior written permission and written NOC of the DEVELOPERS.
- (k) The Purchasers shall observe and perform all the rules and regulations which the Society 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 said Flat 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 Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Flat in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(l) The Purchasers shall permit the DEVELOPERS and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(m) It is agreed that the said Flat shall be of R.C.C. structure with normal brick, block wall, dry wall with gypsum, putty, cement plaster. The Purchasers hereby agrees that the DEVELOPERS may, if required due to any structural reasons convert any brick, block wall, dry wall in the said Flat into a load bearing R.C.C. wall or vice versa and the Purchasers hereby further agrees and irrevocably consents not to dispute or object to the same. The Purchaser/s, along with any and all PURCHASERS of the flats and Flat of the said

Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Building. The said Flat shall contain amenities within it as set out in the **Schedule III** hereto. The Purchasers hereby agrees, declares and confirms that the said Flat shall contain amenities as set out in the III schedule within it. The DEVELOPERS shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Flat or in the said Building.

- (n) The Purchasers agrees and covenants that the Purchasers and / or any other person shall not load in the said Flat, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described herein below. The Purchasers shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. The Purchasers confirm that no structural changes and / or structural alterations of any nature whatsoever shall be made by the Purchaser /s.

- (o) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat and the Purchasers shall not decorate or alter the exterior of the said Flat either by painting and/or otherwise. The Purchasers shall fix the grills on the inside of the windows only. If found that the Purchasers has affixed fixtures or grills on the exterior of his / her / their / its Flat for drying clothes or for any other purpose the Purchasers shall immediately remove the same at his own cost.
- (p) Not to affix air conditioner/s at any other place other than those earmarked for fixing such Flat so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Purchasers shall not install a window Air-conditioner within or outside the said Flat. If found that the Purchasers has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Flat, the Purchasers shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein.
- (q) To keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and

protect the other parts of the said Building and the Purchasers shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Flat in any manner.

- (r) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover / enclose the planters and service slabs or any of the projections from the said Flat, within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Property.
- (s) Not to do or permit to be done any renovation / repair within the said Flat without prior written permission of the DEVELOPERS. In the event of the Purchasers carrying out any renovation / repair within the said Flat, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the DEVELOPERS shall not be responsible for rectification of any defects noticed within the said Flat or of any

damage caused to the said Flat or the said Building on account of such renovation / repair.

- (t) Not to enclose the common passages in any manner whatsoever.
- (u) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat / the said Building in any manner whatsoever.
- (v) 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 Free Sale Property and the said Building.
- (w) Not to do or permit to be done any act or thing which may render void or violable any insurance of the Free Sale Property and / or the said Building in which the said Flat is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (x) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority

and of Government and other public bodies and authorities. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said Building on the said Property and the Purchasers shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

- (y) Not to violate and to abide by all rules and regulations framed by the DEVELOPERS / its designated Facility Manager and / or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Purchasers may carry out in the said Flat (the “**Fit-out Rules**”).
- (z) The Purchasers shall never in any manner enclose any flower beds / planters / ledges / pocket terrace/s / deck areas ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Flat or any part thereof and keep the same unenclosed at all times. The DEVELOPERS shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the

open areas without any consent or concurrence of the Purchasers and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.

(aa) Shall not do either by himself / herself / itself or any person claiming through the Purchasers anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.

(bb) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchasers shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors in the Elevators and corridors of the said Building.

(cc) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement,

name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial/dish antenna or any other thing whatsoever.

(dd) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Flat.

(ee) The Purchasers shall permit the DEVELOPERS and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Flat or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Purchasers is aware that the main water / drainage pipes of the said Building.

(ff) The Purchasers is aware and acknowledges that the DEVELOPERS are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other Flat as herein stated comprised in the said Building and the Purchasers undertakes that it shall not be entitled to raise any objection with respect to the same.

(gg) The Purchasers has been appraised of the terms and conditions of the Development Agreement and as defined in Recitals and the Project Agreement and the same shall be fully binding on the Purchaser/s. Further, nothing as contained herein shall dilute / change / modify the extent of the rights, obligations and entitlements of the DEVELOPERS, and the Co-DEVELOPERS as setout in the Development Agreement and the Project Agreement (as defined in Recital hereinbefore.

(hh) The DEVELOPERS shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Property.

(ii) The DEVELOPERS shall be entitled to construct site offices/sales lounge on the Property or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is leased to the Society until the entire development on the Free Sale Property / the said Property is fully completed.

16. The DEVELOPERS and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and / or the said Property and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by

the Purchasers as may be determined by the DEVELOPERS and / or such professional agency.

17. The Purchasers hereby nominates the persons ("the said Nominee") as his / her / their / its nominee in respect of the said Flat. On the death of Purchaser/s, the said Flat shall assume all the obligations of the Purchasers under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchasers shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The DEVELOPERS shall only recognize the said Nominee or the nominee substituted by the Purchasers (if such substitution has been intimated to the DEVELOPERS in writing) and deal with him/her/them in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchasers shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The DEVELOPERS shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the DEVELOPERS may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the DEVELOPERS as may be necessary and required by the DEVELOPERS.

18. It is agreed that the Purchasers shall be entitled to avail loan from a Bank and to mortgage the said Flat by way of security for repayment of the said loan to such Bank only with the prior written consent of the DEVELOPERS. The DEVELOPERS will grant

their no objection, whereby the DEVELOPERS will express it's no objection to the Purchasers availing of such loan from the Bank and mortgaging the said Flat with such Bank, provided however, the DEVELOPERS shall not incur any liability/obligation for repayment of the monies so borrowed by the Purchasers and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Flat of the Purchasers shall not in any manner jeopardise the DEVELOPERS's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such Bank shall be subject to DEVELOPERS's first lien and charge on the said Flat in respect of the unpaid amounts payable by the Purchasers to the DEVELOPERS under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The DEVELOPERS will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Flat directly to the DEVELOPERS as per the schedule of payment of the Sale Consideration as setout herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

19. The Purchasers hereby represents and warrants to the DEVELOPERS that:

- (a) he / she / they / it is / are not prohibited from acquiring the said Flat under any applicable law or otherwise;

- (b) he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
- (c) no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Purchasers or all or any of his / her / their / its assets and / or properties;
- (d) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (e) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him / her / them;
- (f) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
- (g) he / she / they has / have not compounded payment with his / her / their / its creditors;
- (h) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced

to imprisonment for any offence not less than 6 (six) months;

- (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
- (j) The Purchasers is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the DEVELOPERS provide such security as may be required by the DEVELOPERS towards the payment of the Sale Consideration and the Installments.

20. It is abundantly made clear to the Purchasers who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time

to time. The Purchasers understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The DEVELOPERS accepts no responsibility in this regard and the Purchasers agrees to indemnify and keep the DEVELOPERS indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

21. The DEVELOPERS shall maintain a separate account in respect of sums received from the Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

22. 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 the Real Estate Project and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Purchasers shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and Properties will remain the property of the DEVELOPERS as hereinbefore mentioned until the Society Transfer is executed.

23. The DEVELOPER is installing mechanical car parking device/stack comprises of two parking slots in each device i.e. upper and lower level of the said building and the Purchasers is/are aware that the mechanical car parking device/stack comprises of two parking slots in each device i.e. upper and lower level. Once parking space is allotted, the Purchaser/s would be allowed to park car on the level which will be available i.e. upper or lower and the Purchasers confirms that he/she/they have no objection for the same and will not make any demand for dedicated parking level.

24. **Mortgages and charges:**

- (a) Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the DEVELOPERS) and notwithstanding the DEVELOPERS giving any no objection / permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages / charges / lien of or on the said Flat, the DEVELOPERS shall have the first and exclusive charge on the said Flat and all the right, title and interest of the Purchasers under this Agreement for recovery of any amount due and payable by the Purchasers to the DEVELOPERS under this Agreement or otherwise.

- (b) The Purchasers / Society agrees, acknowledges and undertakes that the DEVELOPERS, are entitled to and have obtained / are in the process of obtaining loans from various banks and / or financial institutions and create such securities with respect to any and all their right, title benefits and interest in the Real Estate Project or any part thereof, as may be solely decided by the DEVELOPERS, and the Purchasers / Society takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Flat. The Purchasers / Society agrees and undertakes to the same and further agrees that the Purchasers shall not create any encumbrances over the said Flat till such time an NOC in writing is received from such banks and financial institutions.
- (c) The Purchaser/s agrees, acknowledges and undertakes to the DEVELOPERS that he/she/they will not sale and/or create third party right with respect to their respective flat/s till the formation of society of the flat purchasers and handing over affairs of the society, without prior written No Objection / Consent from the Developer/s.
- (d) After the DEVELOPERS executes this Agreement, the DEVELOPERS 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 Purchasers who has taken or agreed to take such said Flat.

- (e) Notwithstanding anything contrary to clauses contained herein with respect to unsold flats the DEVELOPERS is entitle to sale, mortgage and/or create lien against the unsold flats at their own discretion without any prior permission and/or no objection certificate from the Purchasers and the Society.

25. Binding Effect:

Forwarding this Agreement to the Purchasers by the DEVELOPERS does not create a binding obligation on the part of the DEVELOPERS or the Purchasers until, firstly, the Purchasers signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3(b) above, within 30 (thirty) days from the date of receipt by the Purchasers and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the DEVELOPERS. If the Purchaser(s) fails to execute and deliver to the DEVELOPERS this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPERS, then the DEVELOPERS shall

serve a notice to the Purchasers 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 Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

26. 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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

27. Right to Amend:

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

28. Provisions of this Agreement applicable to Purchasers /subsequent Purchasers:

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

29. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement. shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made there under 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.

30. Method of calculation of proportionate share:

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

31. 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.

32. Place of Execution:

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

33. Notices :

All notices to be served on the Purchasers and the DEVELOPERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the DEVELOPERS by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses mentioned above in this agreement. It shall be the duty of the Purchasers and the DEVELOPERS 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 DEVELOPERS or the Purchaser/s; as the case may be.

34. The Purchasers and/or DEVELOPERS shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the DEVELOPERS will attend such office and admit execution thereof.

35. Joint Purchasers:

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

36. Stamp Duty and Registration:

- (a) The Purchasers shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Flat, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser/s account.
- (b) The Purchasers and/or DEVELOPERS shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the DEVELOPERS will attend such office and admit execution thereof.

37. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

38. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

39. **Permanent Account Number**

The Permanent Account Number of the Parties are as set out in the **Schedule II** hereunder written with description of flat.

40. **Interpretation:**

In this Agreement where the context admits:

(a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

(b) any reference to the singular shall include the plural and vice-versa;

- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a “company” shall include a body corporate;
- (e) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (f) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (h) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(i) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(j) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(k) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(l) references to a person (or to a word importing a person) shall be construed so as to include:

(i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in

each case having separate legal Personality/ separate legal entity);

(ii) that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

(iii) references to a persons representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(n)Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

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.

SCHEDULE I

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground bearing of (1) C.T.S. No.294: admeasuring 636.9 sq. mtrs., situated at village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, (2) C.T.S. No.295, 295/1 to 24: admeasuring 564.60 sq. meters, village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, (3) C.T.S. No.296, 296/1 to 8: admeasuring 289.20 sq. meters, village Vile

Parle East, Taluka Andheri, Mumbai Suburban District (4) C.T.S. No.297, 297/1 to 5: admeasuring 267.30 sq. meters, village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, (5) C.T.S. No.325: Plot C = 236.70 sq. meters, Plot F = 884.40 sq. meters, village Vile parle East, Taluka Andherri, Mumbai Suburban District, (6) C.T.S. No.370, 370/1 to 370/35 admeasuring about 1921.90 sq. mtrs. Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District (7) C.T.S. No.386: admeasuring 710.6 sq. meters, village Vile Parle East, Taluka Andheri, Mumbai Suburban District, (8) C.T.S. No.387: admeasuring 865.9 sq. meters, village Vile Parle East, Taluka Andheri, Mumbai suburban district, (collectively referred to as “the said properties” for the sake of brevity) hereinafter collectively referred to as “the said property” AND (9) C.T.S. No.388, 388/1 to 10 admeasuring about 854.90 sq. mtrs. Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District.

- Towards West : C.T.S No. 385
- Towards South : C.T.S No. 389
- Towards North : C.T.S No. 368
- Towards East : C.T.S No. 292 / C.T.S No. 293

SCHEDULE II

Sr. No.	Terms and Expressions	Meaning
1.	The said Flat	Flat No _____ admeasuring about

		_____ sq.mtrs equivalent to approximately _____ sq.ft. carpet area as per RERA Act.
2.	The Sale Consideration	Rs. _____ (Rupees _____ Sale Price in words
3.	Name of the Account for payment of Sale Consideration	Account Account No.
4.	Possession Date	
5.	The said Nominee	Name : _____ Relationship with Purchaser /s _____ Name _____ Address of Nominee : _____ _____
6.	Name, address and email of the Purchasers for the purposes of this Agreement	Email ID

7.	Name, address and email of the DEVELOPERS for the purposes of this Agreement	Email ID
8.	Permanent Account Number	DEVELOPERS's PAN : Purchasers PAN :
9.	Architects for the development of the Property	M/s Arch View Associates
10.	RCC Consultants	Accent

SCHEDULE III

Sr. No.	Item	Location	Specification
1.	Flooring	Living Room	Vitrified tiles of branded company
		Bedroom	Vitrified tiles of branded company
		Bath and	Designer glazed tiles of

		Toilet	branded company
2.	Wood Work	Main Door Safety Door	Wooden Door frame with Veneer Finish shutter with Steel jali
3.	Windows	All Windows	Aluminum Anodized window
4.	CP / Sanitary	All Toilets	Standard CP Sanitary
5.	Internal Paint	walls & ceiling	Internal wall & ceiling with plastic paint of branded company
6.	Entrance Lobby	Ground Floor	Elegant Entrance lobby
7.	Typical lobby	Every Floor	Vitrified tiles of branded company
8.	Switches	Internal / External Switches	Modular switches

SCHEDULE IV

- 1. Staircase and buildings
- 2. Corridors
- 3. Lifts
- 4. Lift Lobby
- 5. Main entrance lobby
- 6. Common electric meter for common lights

- 7. Overhead water tank located above the top floor level of the building means of access thereto along the main staircase of the building or Hydro pneumatics system and along the lifts to be provided in the building
- 8. Drainage storm water drain, electric sub-station if constructed, electrical poles, watchman cabin, underground water tank (with pumping rooms and other pumping arrangement)
- 9. Compound to be paved as per BMC Rules.

SIGNED,SEALED AND DELIVERED

By the Within named

“ **THE PURCHASERS** ”)

In the presence of)

- 1.
- 2.

SIGNED,SEALED AND DELIVERED

By the Within named

“**THE DEVELOPERS** ”)

M/S CHAMUNDA BUILDERS)

And DEVELOPERS, through)

Mr. _____)

In the presence of

- 1.
- 2.

R E C E I P T

RECEIVED of and from the Purchaser above named the sum of
Rs. _____ / - (Rupees _____ only) as part payment
towards the Sale Consideration under this Agreement AS UNDER.

WE SAY RECEIVED

For M/s. CHAMUNDA BUILDERS & DEVELOPERS

Authorized Signatory

Witnesses:

- 1.
- 2.

