AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ___day _____ of 2019 (Two Thousand and Nineteen),

BETWEEN

M/S. SHRADDHA LANDMARK PVT LTD, PAN AAECM4241L, a Private Limited Company, Registered under the Companies Act 1956 and having its registered office at A/309, Kanara Business Centre, Laxmi Nagar, Ghatkopar (East) Mumbai 400 075 hereinafter referred to as the **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its Director their assigns), OF THE ONE PART.

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Mr/Mrs _____ having PAN _____
and Mr/Mrs _____ having PAN _____ of Mumbai, Indian Inhabitant of Mumbai, having address at _____ hereinafter referred to as the **"ALLOTTEE/S"** (which expression shall unless include the female gender and the plural and unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the theirs executors and administrators of the last survivor of them and his/her/their /its permitted assigns, and in the case of a Company / Society its successors and permitted assigns, and in all cases all persons claiming by under or through such allottee including his/her/their/its successors –in-interest)" of the OTHER PART.

WHEREAS:

(a) The Maharashtra Housing and Area Development Authority (MHADA), a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 was inter alia seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of Land admeasuring about 881.88 Sq mts bearing Survey No 113(Pt), CTS No 352(Pt), 352/18 to 25, Village Hariyali, Taluka Kurla, Mumbai Suburban District (hereinafter referred to said Land).

(b) The MHADA in pursuance of Scheme introduced by Government constructed residential Building No. 14 of Ground and Upper Floors consisting of total 32 Tenements under the Scheme for the Economically Weaker Section to be given on Hire Purchase basis, to the members of the public who shall apply and be selected under the scheme on said Land.

(c) The tenements in the said building were allotted to individual allottees for Residential Accommodation on Hire Purchase Basis at Building No 14, Tagore Nagar, Vikhroli (East) Mumbai and subsequently all the

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individual allottees formed themselves into a Co-operative Housing Society.

(d) The members and/or occupants of the said tenements formed themselves into a Registered Co-operative Housing Society under Co-operative Societies Act, 1960 i.e. the SOCIETY herein namely **"Tagore Nagar Geetanjali Co op Housing Society Ltd, Building No 14, Tagore Nagar, Vikhroli (E), Mumbai-400 083**.

(e) By an Indenture of Lease dated 06-01-1993, registered in the Sub Registrar Office under serial no 1803 and executed between Maharashtra Housing and Area Development Authority, therein called "the Authority or MHADA" of the one part and **Tagore Nagar Geetanjali Co op Housing Society Ltd** the SOCIETY therein of the other part the said MHADA demised unto the SOCIETY herein Leasehold rights in respect of Land admeasuring about 881.88 Sq mts bearing Survey No 113(Pt), CTS No 352(Pt), 352/18 to 25, Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No 14 known as **Tagore Nagar Geetanjali Co op Housing Society Ltd,** Tagore Nagar, Vikhroli (E), Mumbai 400083 on the terms and conditions mentioned therein.

(f) By an Sale Deed dated 06-01-1993 executed between Maharashtra Housing and Area Development Authority (MHADA) mentioned therein Vendors and **Tagore Nagar Geetanjali Co op Housing Society Ltd** therein mentioned as Society the said Society acquired right, title and interest in respect of Land admeasuring about 881.88 Sq mts bearing Survey No 113(Pt), CTS No 352(Pt), 352/18 to 25, Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No 14 known as **Tagore Nagar Geetanjali Co op Housing Society Ltd,** Tagore Nagar, Vikhroli (E), Mumbai 400083 (hereinafter referred to said Land), the said Conveyance Deed has been registered at sub registrar office under serial no 1804 on the terms and conditions mentioned therein.

(g) By an Development Agreement dated 19th Oct 2018 executed between Tagore Nagar Geetanjali Coop Housing Society Ltd therein mentioned as

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the Society/Owner and Shri Anil Haribhau Mayekar & 31 members therein mentioned as the Members of Society and **M/S. SHRADDHA LANDMARK PVT LTD** therein mentioned as the Developer the said Society had granted Development Rights to the Developer in respect to Land admeasuring about 881.88 Sq mts bearing Survey No 113(Pt), CTS No 352(Pt), 352/18 to 25, Village Hariyali, Taluka Kurla, Mumbai Suburban District lying and situated at Building No 14 known as **Tagore Nagar Geetanjali Co op Housing Society Ltd,** Tagore Nagar, Vikhroli (E), Mumbai 400083 (hereinafter referred to said Property) more particularly described in **Schedule I** hereunder and the said dated 19th Oct 2018 has been adjudicated under **File no ADJ/1100901/639/18/K** registered at sub registrar office under **Serial No KRL2-12589-2018 DATED 19-10-2018.**

(h) The Society had also executed Power of Attorney dated 19th Oct 2018 in favour of **M/S. SHRADDHA LANDMARK PVT LTD** and the said Power of Attorney dated 19th Oct 2018 has been registered at sub registrar office under serial no KRL2-12590-2018 DATED 19-10-2018.

(i) The Promoter/s have thereupon got development rights in respect of the said Property as 'Developer' thereof, and in the circumstances stated hereinabove the Promoters are absolute developers of the said property.

(j) The Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects. The Promoter has also appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

(k) The Promoter to construct new building after demolition of existing structure on the said property have got prepared the building plans from licensed architect and accordingly got approved the Plans for redevelopment from the MHADA under **I.O.A. bearing No. EE/BP**

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Cell/GM/MHADA-8/267/2019 dated **10th April 2019** and **Commencement Certificate** bearing No. **MH/EE/(B.P.)/GM/MHADA-8/267/2019** dated **20th June 2019** and marked and annexed respectively for the construction of multi-storied building on the sad property.

(l) As per the said approved plans by the concerned authorities, the Promoters have proposed to construct residential cum commercial building to be known as **"SHRADDHA PINNACLE"** building in **Tagore Nagar Geetanjali Co op Housing Society Ltd**, hereinafter referred to as the " SAID BUILDING, on the said property.

(m) The Promoters pursuant to sanctions granted by the concerned authorities, are accordingly in process of constructing a multistoried building to be known as **"SHRADDHA PINNACLE"** on the said property as described in the First Schedule hereunder written; The Promoters are well sufficiently entitled to the right to premises to be constructed in the said building to be known as **"SHRADDHA PINNACLE"** and enter into Sale Agreement with various and diverse Allottees on such terms price as they think just and proper and to receive sale price in respect thereof. The Promoter are offering for sale premises in the proposed new building being constructed by them as aforesaid.

(n) The Allottee herein approached to the Promoters and has expressed a desire to acquire purchase a commercial / residential premises in the said building presently under construction on the said property.

(o) The Promoters herein have prior to commenting or agreeing upon any allotment of Shop/Flat premises in favour of the Allottee, explained their scheme of development, and also given inspection to the Allotee and the Allottee has referred by way of inspection of all the documents to title relating to the said property including of all the documents to title relating to the said property including 1) Copy of **Property Card** hereto annexed and marked as **ANNEXURE "A", 2)** Copy of **CTS Plan** hereto annexed and marked as **ANNEXURE "B"** C) Copy of **Certificate on Title** to the said property issued by **Mr. C M Gandhi** Advocate dated **25th**

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March 2019, hereto annexed and marked as **ANNEXURE "C"**, and the right of Promoter to develop the said property granted under development agreement approved plans, designs and specifications including **IOD,** and **C.C.** issued by the MHADA and annexed hereto and **the copies of I.O.D. and Commencement Certificate issued by MHADA is annexed** hereto annexed and marked as **ANNEXURE "D" & ANNEXURE "E"** respectively.

(p) The Promoters further clarified that the said sanctioned building plans although approved by M.C.G.M./MHADA are liable to be amended or revised and/or changed by M.C.G.M. and other concerned public bodies and authorities. The Promoters reserves to amend revise and/or change the plans as may be required and this right of the Promoters are acknowledge and accepted by the Allottee. The Promoter has represented to the Allottee/s that this is a MHADA redevelopment project and there may be changes in the plans and the Allottee under this agreement is providing his/her consent of not raising any objection if there is any change in plans.

(q) The Promoters have informed the Allottee that in the event of their availing any benefit of the policy of the Corporation and the Government to construct more or utilize TDR or FSI and Incentive FSI and /or any other FSI in any other form, then they will be entitled to utilize the same and the building will be constructed by utilizing the potential of the property to its fullest extent without any obstruction, resistance or impediment on the part of the said Society in any manner whatsoever.

(r) The Allottee has after satisfying themselves with regard to the title of the Promoter to the said property and after perusal of all orders, permissions, sanctions and approvals obtained by the Promoter, and of the correctness of the representations mentioned hereinabove, the Allottee has agreed to acquire from the Promoter residential premises being **Flat No.** ____ on the ___ **Floor** there of admeasuring _____ **sq. mtrs RERA Carpet Area** which is equivalent to _____ sqft and as per BMC/MHADA IOD Plans the Carpet Area of the said Flat is ___ sq. mtrs which is equivalent to

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___ sq ft in the said building **"SHRADDHA PINNACLE"** now under development on the said property for the consideration and on the terms and conditions herein before and hereinafter mentioned.

(s) The Allotte/s has/have entered into this Agreement with full knowledge of all terms and condition contained in the documents, papers, plans, orders, schemes, amenities, etc. recited and referred to hereinabove and those contained herein;

(t) On demand from the Allottee, the Promoters has given inspection to and made full and complete disclosures to the Allottee/s of all the documents of title relating to the said property, the plans, designs and specifications, sanctions, permissions, approvals obtained from planning authorities and prepared by the Promoter's Architect **Shri. Sachin Rakshe** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "The said Act") and the Rules and Regulations made there under ;

(u) The Allottee/s has /have duly verified the title of the Owners to the said property and the rights of the Promoters to develop and construct the said buildings and after having satisfied himself/ herself and itself about the same have agreed to purchase the said unit and enter into the said Agreement from the Promoters as setout hereunder.

(v) The Promoters has registered the Project under the provisions of the Real Estate (Regulation & redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai under project registration no. **P**_____ copy of Rera Certificate hereto annexed and marked as **ANNEXURE "F"**.

(w) Under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Flat with the Allottee, being n fact these presents and also to register sad Agreement under the Registration Act, 1908.

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(x) In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by the and between the parties hereto are now desirous of recording the terms and conditions arrived between them for sale of Flat/Shop premises in favour of the Allottee as under.

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

1. The recitals contained above and the Annexure and schedules herein shall form an integral part of the operative clauses of these presents.

2. The Promoters shall construct or cause to be constructed the said building/s to be known as **"SHRADDHA PINNACLE"** building (hereinafter referred to as the "said Building") in accordance with the plan sanctioned and which may be sanctioned from time to time and the same have been inspected and approved by the Allottee/s that no further consent of the Allottee/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said property or any alteration or addition required by any Government authorities or due to change in law.

3. i) The Allotee/s hereby agrees/ agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s the Flat No. _____, admeasuring ____ Sq. mtrs RERA Carpet Area which is equivalent to __ sqft and as per BMC/MHADA approved plans the sanctioned area is ____ sq mtrs carpet area which is equivalent to ___ sq ft) on the ____ **Floor** in the Building known as **"SHRADDHA _____"** (hereinafter referred to as the "SAID BUILDING") as shown surrounded by Red Colour Boundary line (hatched in red) on the concerned floor plan, the floor plan is annexed and marked as **Annexure "G"** (hereinafter for brevity's sake referred to as the "SAID FLAT") at or for the consideration of **Rs_____/- (Rupees_____Only).**

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ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Pit / Basement and/or stilt being constructed in the layout for the consideration of Rs. _____/-

The Total aggregate consideration amount for the apartment including parking spaces (if availed) as mentioned above is thus **Rs. _____/- (Rupees _____ Only).**

The Allottee/s has paid on or before execution of this agreement a sum of **Rs._____/- (Rupees Only)** (not exceeding **10%** of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs._____/-(Rupees Only)** in the following manner:-

a. By paying **20%** (not exceeding 30% of the total consideration) of the Agreement Value i.e. **Rs._____/- (Rupees Only)** as earnest money on or before the execution of this Agreement.

b. By paying **15%** (not exceeding 45% of the total consideration)of the Agreement Value i.e. **Rs._____/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of the construction of Plinth of the said Building.

c. By paying **4%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs._____ /- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **First Slab** of the said Building.

d. By paying **3%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs._____ /- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **Fourth Slab** of the said Building.

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e. By paying **3%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs.**_____ **/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **Seventh Slab** of the said Building

f. By paying **3%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs.**_____ **/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **Tenth Slab** of the said Building

g. By paying **3%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs.**_____ **/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **Thirteenth Slab** of the said Building

h. By paying **3%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs.**_____ **/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **Sixteenth Slab** of the said Building

i. By paying **3%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs.**_____ **/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **Nineteenth Slab** of the said Building

j. By paying **3%** (not exceeding 70% of the total consideration) of the Agreement Value i.e. **Rs.**_____ **/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of **Top Slab** of the said Building

k. By paying **5%** (not exceeding 75% of the total consideration) of the Agreement Value i.e. **Rs.**_____**/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of Walls, Brick Work, Internal Plaster, Color and Flooring, Door of the said Building

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l. By paying **5%** (not exceeding 80% of the total consideration) of the Agreement Value i.e. **Rs._____/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

m. By paying **5%** (not exceeding 85% of the total consideration) of the Agreement Value i.e. **Rs._____/- (Rupees Only)** within 7(seven) days from the date of intimation about the completion of plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

n. By paying **5%** (not exceeding 90% of the total consideration) of the Agreement Value i.e. **Rs._____/-(Rupees Only)** within 7(seven) days from the date of intimation about the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

o. The balance amount of **Rs._____/- (Rupees Only)** i.e. **10%** balance amount against and at the time of handing over of the possession of the said Flat to the Flat Purchaser on or after receipt of occupancy certificate or completion certificate.

(iii) The time for each of the aforesaid payments as well as other payments to be made by the Allottee/s to the Promoter shall be the essence of the contract. The Promoter will forward to the Allottee/s the intimation of the Promoter at the address given by the Allotte/s under this Agreement and the Allottee/s shall be bound to pay the amount of instalments within seven days of the Promoter dispatching such intimation, under the Certificate of Posting at the address of Allotte/s as given in these presents;

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(iv) The aforesaid consideration amounts shall be subject to deduction of 1% TDS in the event the Agreement Value is Rs 50,00,000 (Rupees Fifty Lakhs Only) and above which should be deducted by the Allottee and the TDS Certificate should be produced to the Promoter. The TDS rules shall be applicable according to the rules framed by the government from time to time.

(v) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of 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 said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including 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/bodied on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be.

(vi) The total Price above excludes taxes and so Allottee/s shall be liable to make the payment of the GST/Service Tax/VAT Tax, or such other taxes as may be applicable in respect of the said Flat and to these presents and accordingly the Allottee/s shall be solely and absolutely liable to make the payment of same and other charges incidental thereof without holding the Promoters in any manner responsible for the same at the time of registration of these presents or thereafter. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes such as Sales Tax, VAT Tax Etc., the same shall

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be payable by the Allottc/s to the Promoters forthwith on demand and the Promoters shall not be responsible for the same. The Allotte/s shall at all-time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law and further the Allottte/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allotte/s.

(vii) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order /rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments

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shall be made at the same rate per square feet as agreed in Clauses of this Agreement.

5. The Allottee authorizes the Promoter to adjust / appropriate all payments made by them/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

6. The Allottee/s hereby covenant/s with the Promoters that the Allottee/s shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in Clauses above. Such installments shall be payable by the Allottee/s strictly within the period mentioned hereinabove without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract. Without prejudice to other rights specified herein Promoter shall be entitle to and the Allottee agrees and shall be liable to pay to the Promoter, interest as specified in the Rule i.e. Marginal cost of Fund of SBI plus 2% p.a on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

7. If the Allottee/s in order to argument the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions/banks, etc. against the security of the said Flat then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions /bank's etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said Flat to the Allottee/s. Further when such financial institution/bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/pay order/ Demand Draft, of the Loan amount or installment/s

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in the name of the Promoters only i.e. in favour of "**M/S. SHRADDHA LANDMARK PVT LTD**, and in the event such financial institution / bank, etc. issue cheque/pay order / Demand Draft of Loan or installment/s in any other name or account, then such financial institution/bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved or payment of purchase consideration and consequences for non-payment / default in payment shall be followed.

8. Without prejudice to the right of promoter to charge interest in terms of sub clauses above, on the Allottee/ committing three defaults in payment of amounts under these presents and / or installments including as mention in clauses and his/her proportionate share of taxes levied by concerned local authority and other outgoings, the Promoter shall at his own option, may terminate this agreement. Promoter shall inform the said termination and of the specific breach or breaches of terms and conditions in respect of which it is to terminate the Agreement in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/ or mail at the e-mail address provided by the Allottee. However upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the installments of Sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages and 10% Forfeiture Amount or any other amount which may be payable to promoter subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such termination or any other amount which may be payable to Promoter;

9. The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Flat and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allotte/s. However if Allottee had seek loan from any financial institutions/banks etc. against the security of the said Flat after prior

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consent / approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc. from the amount standing to the Allottee/s credit subject to deductions mentioned above paid by him/her/them to the Promoters towards the consideration amount with the Promoters towards the said Flat and to that extent, so as to clear the mortgage debt.

10. The Allottee agrees with promoters that he/she/they shall not sell / dispose of the said Flat till the date of possession without written consent of the Promoter.

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

12. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Flat.

13. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time a schedule for completing the project and handing over the [Flat] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or both, as the case may be, Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

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simultaneous completion of construction by the Promoter as provided in clauses herein above, ("Payment Plan").

14. The Cooperative Society of the said Building shall incorporate the name **"TAGORE NAGAR GEETANJALI CHS LTS"** in its name and that name will not be changed under any circumstances without obtaining written permission of the Promoters. Furthermore, the Allottee/s undertakes / undertake and declares /declare and grants/grant his/her/their irrevocable consent for the said name mentioned above and accordingly agrees / agree to vote in favour of the said name in the resolution to be passed in the General Body Meeting of such proposed Society and/or Association and Federation for the reservation of name for the proposed Society or Association or Federation , as the case may be, shall adopt and accept the name as stated above for the said Society and/or Association or Federation. The Allottee/s shall also not alter the name of the scheme or the name of the Building/s in which the said Flat of the Allottee/s is/are situated. The said Building/s shall hereafter be permanently known as **"SHRADDHA PINNACLE"**

15. The Promoter hereby declares that the FSI as on date in respect of the said property is **Nil sq.mtr** only and promoter plans to utilize F.S.I. of **6180.7 sq.mtrs**. further the Promoter shall be entitled to total F.S.I. **6180.7 sq mts** available at present or in future and further and/or additional construction, shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the Promoters choose and deem fit. The document vesting the title of the said property, building, Etc. and transfer of rights and benefits of the Promoters, as hereinafter mentioned, shall be subject inter alia to the aforesaid reservation.

16. The Fixtures, fittings and amenities to be provided by the Promoter in the said building and the Flat as are out in Fourth Schedule.

17. The Promoter shall give possession of the Flat to the Allottee/s on or before **31st December 2023**. If the Promoter fails or neglects to give

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possession of the Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clauses herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-

(i) Non-availability of steel, cement, other building materials, water, electric supply, etc.

(ii) War, civil commotion or act of God.

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

(iv) Non-availability of steel, cement, other building material, water or electric supply.

(v) Any other reasons, beyond control of the Developer/Promoter.

(vi) Charges in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project.

(vii) Delay in grant of any NOC / permission/license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority;

(viii) other force majeure conditions.

(ix) Delay or default in payment of dues by the purchaser under these presents without prejudice to the right of the Developer / Promoter to terminate this agreement mentioned hereinabove).

18. **PROCEDURE FOR TAKING POSSESSION**: The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the [Flat], to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of

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failure of fulfillment of any of the provisions, formalities, documentation charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession of the Allottee/s in writing within _____ days of receiving the occupancy certificate of the Project.

19. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF FLAT:-** Upon receiving a written intimation from the Promoter as per above clause the Allottee shall take possession of the [Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat] to the Allottee. In case the Allottee fails to take possession within the time provided in clause. Such Allottee shall continue to be liable to be liable to pay maintenance charges as applicable.

20. If within a period of five years from the date of obtaining the Occupation Certificate, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fees as may be determined by the Regulatory Authority, be referred for decision to adjudicating Officer appointed under section 72 of the Real Estate [Regulation and Development] Act 2016.

21. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose or residence as per the norms and rules.

22. The Promoters shall be entitled to sell the Flat and/or any other premises / spaces in the said Building/s for any use, subject to the

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permission of the concerned authority, if any required and the Allottee/s, subject to above, hereby gives / give his/her/their consent to any use thereof by the Promoters. It is hereby expressly agreed that the Promoters shall be entitled to sell the Flat and / or any other premises / spaces in the said Building/s for the purpose of using the same for purpose same is allotted and the Allottee/s shall be entitled to use the said Shop/Flat to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Flat and/or any other premises / spaced in the said Building/s for the aforesaid purposes, by the respective Allottee/s thereof. The Allottee/s shall not change the user of the said Flat without the prior written permission of the Promoters and the concerned local authorities.

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

24. The Promoter, shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and / or the owners in the said structure of the Building or wing in which the said Flat is situated.

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