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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this ___ day of _____ in the year Two Thousand _____ (20_____) BETWEEN **M/S. ROYAL'S REALTORS** a partnership firm having its office at B-3, Avani Apartment, Western Express Highway, Dahisar (East), Mumbai 400 068 hereinafter called **"THE DEVELOPERS/ PROMOTERS"** which expression shall unless it be repugnant to the context or meaning thereof include it executors, administrators and assigns) of the **ONE PART**.

AND

_____

_____ residing/having

Address at _____

_____

_____ Hereinafter referred to as **"THE PURCHASER/S"** (which expression shall unless it be repugnant to the context or the meaning thereof include his/her/their heirs, executors and administrators) of the **OTHER PART**.

WHEREAS:

a. .One Mr. Algusingh was the owner of the property along with the structure more particularly described in the **First Schedule** written hereunder and he has acquired the said property under Indenture of Conveyance dated 16th September 1968 from the Original Owner for the consideration and upon the terms and conditions recorded therein and hereinafter referred to as "The Said Plot". The Indenture was duly registered with the sub-registrar of Assurance at Bombay bearing No. BOM/R/3641/68.

b. By an agreement for sale dated 14th November 1997, the said Algusingh agreed to sell the said property along with the structure to Shri Ratilal Karamshi Chhadva, the proprietor of " M/S Jivdani Developers and Builders" for the consideration and upon the terms and conditions recorded therein .The possession of the said property together with the structure was handed over to the said purchaser and the said Algusingh also granted a General Power of Attorney dated 14th November 1997 Shri Ratilal Karamshi Chhavd , giving him all rights in respect of the said property including selling the said property.

c. Under the said Power of Attorney, the said Ratilal Kramshi Chhavda, for himself (as a confirming party)and as a constituted attorney of the vendor, the said Algusingh, sold, conveyed and assigned all the rights, title and interest of the said Algusingh in respect of the said property together with the structure occupied by various tenants/members to the developers herein by executing a deed of Conveyance dated 2nd November 2007. Hereinafter referred as **"The Said Property"** and more particularly described in the" **First Schedule "** written hereunder**.** The said Deed of Conveyance dated 2nd Noember 2007 was duly registered with the Sub-Registrar of Assurance bearing No.BDR-6-08799 - 2007.

d. Subsequently, the parties to the said Indenture realized that in the said Indenture of conveyance dated 2nd November 2007 and in the Power of Attorney also dated 2nd November 2007,a mistake was done while describing the said property. Hence, by a Deed of Rectification dated 25th June 2010 duly registered with the Sub-registrar of Assurance at Borivali bearing No. BDR-6-05586-2010, the parties, namely, the said Algusingh, the said Ratilal Chhadva and my clients duly rectified the said mistake by clarifying the schedule. The said Ratilal Chhadva executed the said Deed for himself as also a C.A of the Algusingh.

e. Thereafter, the parties to the said Indenture of Conveyance dated 2nd November 2007 by a Deed of Rectification dated 22nd December 2011 duly registered with the sub-registrar of Assurances at Borivali bearing No.BDR-6-00670-2012, the parties, namely, the said Algusingh, the said

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Ratilal Chhadva and Developers duly rectified the said mistake by clarifying the area of the said property. The said Ratilal Chhadva also executed the said Deed for himself as also a C.A of the said Algusingh.

f. The name of the developer was recorded in property Register card in pursuance to the said conveyance in respect of the said property.

g. **AND WHEREAS** as such, subject to above the Developer herein is the owner of the said property together with the structure and is absolutely seized and possessed off and/or otherwise well and sufficiently entitled to the said property.

h. The Developers declares that the said property consist of the building known as "VIJAY VILLA" consists of Ground and Two floors occupied by the various eleven (11) tenants /occupants and same is in dilapidated conditions and with the irrevocable consent of the tenant/occupant, the developers has agreed to develop the said property by demolishing the existing structure and construct new building thereon.

i. AND WHEREAS the said Developers has submitted building plans to the Brihan Mumbai Municipal Corporation and the Corporation has sanctioned the same vide I.O.D dated 10/08/2018 under reference No. CHE/A-4943/BP(WS)/AR thereby permits the said Developers to construct building/s consisting ground and _____upper floors on the said Land is annexed hereto as **Annexure ' A '.**

j. The Municipal Corporation of Greater Mumbai has issued a Commencement Certificate ("CC") bearing No. CHE/A-4943/BP(WS)/AR dated 30/01/2019 in respect of the said building/s. Copy of CC is annexed hereto and marked **Annexure- 'B '** .

k. The Developers have entered into a standard agreement with an Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects; whereas the Developers has appointed a Structural Engineer for the preparation of the structural design and drawings of the said building/s on the said property. The Developers accept the professional supervision of the Architect and the Structural Engineer till the completion of the said construction work.

l. In Accordance with the scheme of development as outlined and approved, the various approvals, sanctions and permissions are received from the MCGM as Planning Authority including the herein before recited Intimations of Disapproval (IOD) and Commencement Certificate (CC) for utilization of the Floor Space Index ("FSI") in accordance with Development Control Regulation (D.C. Regulations), the Developers will be entitled to construct the new building being inclusive of permanent

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alternate accommodations to various occupants/tenants of the building and the Saleable Component of Developer share. The name of the proposed building shall be **" SHREE ROYAL HEIGHT."**

m. By virtue of the above mentioned facts and various permissions and NOC'S granted by the statutory authorities, the Developers/ Promoters alone have the sole and exclusive right to sell their Flats and other premises in the said building known as **" SHREE ROYAL HEIGHT"** to be constructed by the Developers/Promoters on the said property and to enter into Agreement/s with the Flat Purchaser/s of the new Flats and to receive the sale price in respect thereof.

n. The Flat Purchaser/s demanded from the Developers and the Developers has given inspection to the Flat Purchaser/s of all the documents of title relating to the said land, the Plans, designs and specifications prepared by the Developers Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred as MOFA) and the Rules made there under and Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder(hereinafter referred as RERA).

o. A copy of Certificate of Title issued by the Advocate of the Developers, copies of Property Card or any other relevant revenue record showing the nature of the title of the Developers to the said Property on which the said Flat are constructed or are to be constructed by the Developers have been annexed hereto and marked as **Annexure – "C".** Copy of Title Certificate annexed hereto and marked **Annexure – "D ".** Copy of Property Card.

p. The Developers have obtained all the necessary permissions from the concerned departments for the development of the said property and also got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building. However, the F.S.I. available for construction is likely to increase and the Developers intend to use and shall be entitled to use the same as provided hereinafter and for that purpose the developers shall be entitled to amend the plans from time to time of any building constructed or to be constructed on any part or portion of the said property in its present state or after amalgamation with other properties after obtaining necessary written consent as specified under applicable law.

q. While sanctioning the said plans for the said proposed building the concerned local competent authorities and/or Government have laid down certain terms, conditions, stipulation and restrictions which are to be observed and performed by the Developers while developing the said property and the said building and upon due observance and performance

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of which only the occupation and the completion certificate in respect of the building shall be granted by the concerned local authority.

r. The Flat Purchaser/s has/ have applied to the Developers for allotment to the Flat Purchaser/s, a **Flat No.** _____ on the _____ floor in the said building known as **"SHREE ROYAL HEIGHT "** to be constructed on the said property more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said flat").

s. The Flat Purchaser/s has/have entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc. recited and referred above.

t. Under Section 13 of The Real Estate (Regulation and Development) Act 2016 and Section 4 of MOFA (as applicable), the Parties are required to execute a written Agreement for Sale of the said Flat with the Purchaser/s and such Agreement is required to be registered under the Registration Act, 1908.

u. The Promoter has also registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai on _____ under registration No._____. (Copy annexed hereto and marked **– Annexure " E ".**

v. 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;

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

1. It is recorded that the recitals contained herein form an integral part of these presents.

2. Subject to the terms, conditions and provision contained in the hereinbefore recited Agreements, the Flat Purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s in the building Known as **" SHREE ROYAL HEIGHT "** being **Flat No.** _____ on _____ floor of carpet area admeasuring ____ sq. ft. as per RERA, _____ sq. ft. carpet area as per MOFA (which is inclusive of the area of balconies if any) as shown in the floor plan thereof hereto annexed and marked **Annexure "F"** with amenities as described in Schedule **Annexure "G"**

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for the aggregate price of **Rs._____/- (Rupees. _____ _____)** The Flat Purchasers hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Flat Purchasers stack parking spaces bearing Nos ____ s being constructed in the layout for the consideration of Rs. _____/-. The total aggregate consideration amount for the apartment including stack parking spaces is thus Rs._____/ and the proportionate price of the "common areas and facilities" appurtenant to the premises, the nature extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written

The total consideration payable by the Purchaser/s to the Developer as mentioned in the forgoing clause shall be paid in the following manner. The said consideration of Rs._____/- shall be payable by the Purchaser/s to the Developer in addition to other amounts payable by the Purchaser/s and other amounts, including those mentioned in clause 20 hereafter) Prior to the execution of these presents the Purchaser/s has/have paid to the Developer the sun of Rs._____ (Rupees _____ only),being part payment of the sale consideration of the Premises agreed to be sold by the Developer to the purchaser as advance payment or application fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay the Developer the balance of the sale consideration in the manner hereinafter appearing.

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

ii. Amount of Rs._____/-(Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs._____/-(Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the

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building or wing in which the said Apartment is located, (being 25% payable in number of instalments divided by the total number of slabs).

iv. Amount of Rs._____/-(Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. (being 5% payable on completion of work specified –iv)

v. Amount of Rs._____/-(Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. (being 5% payable on completion of work specified –v)

vi. Amount of Rs._____/-(Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located. (being 5% payable on completion of work specified –vi)

vii. Amount of Rs._____/-(Rupees _____) (not exceeding 95% of the total consideration) to be paid to the Developer on 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 wng in which the said Apartment is located. (being 5% payable on completion of work specified –vii)

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

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The Flat Purchasers authorizes the Developers 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 Developers may in its sole discretion deem fit and the Flat Purchasers undertakes not to object/demand/direct the Developers to adjust his payments in any manner

The aforesaid price is and shall always be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses, by whatever name called(whether applicable/payable now or become applicable/payable in future) including, but not limited to Goods and Services Tax (GST) or any other taxes or levies etc. on any amount payable under this Agreement and/or transaction contemplated herein shall be borne and the same shall be paid by the Purchaser/s alone till the date of obtaining possession of the said flat and the Developer shall never be liable, responsible and / or required to bear and / or pay the same or any part thereof. The Purchaser/s hereby agrees and undertakes to indemnify and keep the Developer indemnified of, from and against all such claims, demands, actions etc. in respect of all such amounts or any other amount/s.

Provided that in case there is any change / modification in the taxes and/or development charges, the subsequent amount payable by the Purchaser/s to the Developer shall be increased/reduced based on such change / modification.

The Purchaser/s shall simultaneously with the execution of these presents, pay to the Developer GST and/or other levies payable on this Agreement as per the applicable laws..The Purchaser/s shall deduct TDS (at applicable rates)and deposit the same with the appropriate authorities in time, and submit the necessary forms also in time and shall furnish the proof of payment and TDS certificate in the prescribed format under the Income Tax Act 1961 from time to time. The Purchaser/s shall not dispute or object to payment of such statutory dues.

It is agreed and confirmed that the Developer shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST and/or all other taxes, levies etc. applicable thereon and the Purchaser/s

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shall be deemed to have committed default in payment of amount/s due to the Developers hereunder, if such payment is not accompanied with the applicable GST and/or other levies etc. The Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Developer and its successors-in-title and assigns in respect thereof.

The consideration mentioned above 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the concerned notification/order/rule/regulation published/issued or any other document in that behalf along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments if such increase is prospective.

The Purchaser/s 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 Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any particular manner.

The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then the Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules framed under the Act, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser

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as per the next milestone of the Payment Plan and/or upon demand. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause of this Agreement.

PROVIDED FURTHER that the Flat Purchaser/s shall pay the last installment of the purchase price within seven days from the receipt of the intimation from the Developers that the unit agreed to be purchased by him/her/them is ready for occupation and Flat Purchaser/s failing to make payment, the developers shall be at liberty to exercise their other rights as set out in this agreement including a right to terminate these and sell the said unit to any other person.

PROVIDED FURTHER that the Flat Purchaser/s under this Agreement shall pay the deposits in respect of the meter, Advance maintenance, Application money, Share money, Development charges and other deposits payments as provided along with the payment of the last installment.

3. Subject to the terms of the Agreement the Purchaser/s shall make all payments, on demand by the Developers, within the stipulated time as mentioned in the Payment Schedule through A/ c Payee cheque/demand draft or online payment (as applicable) in the account bearing No. _____ favour of '_____ **A/c'** payable at _____ (IFSC CODE - _____) being the designated account.

4. The Purchaser/s authorizes the Developers 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 Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

5. The consideration as stated hereinabove excludes all Taxes like GST, Swachh Bharat Cess, Krishi Cess, statutory levies, various deposits, Taxes, Duties, charges, advances, etc. all other indirect Taxes in any name or any other similar taxes which may be levied, in connection with the construction of the said building and flat including those which as may be applicable in future and the same shall be payable by the Purchaser within 7 days of the same being demanded in writing by the Developers.

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6. The percentage of the undivided interest of the Flat Purchaser/s in the common areas and facilities limited or otherwise pertaining to the Flat shall be in proportion of the area of the said Flat to the entire area of all the Flat in the said building known as **"SHREE ROYAL HEIGHT ".**

7. The Developers hereby agree to observe, perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said Plans or hereafter and shall, before handing over possession of the Flat to the Flat Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said building/s.

8. The Flat Purchaser/s agrees to comply with all the terms and conditions of any order scheme, permission, objection etc., that may have been granted or sanctioned to and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, being expenses, making deposits, whether refundable or not to the extent of their liabilities if any. The Flat Purchaser/s also agrees to follow the rules and regulation of the society and to pay the maintenance charges without default.

9. The Promoter hereby represents and warrants to the Flat Purchasers as follows:

a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

b) The Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

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d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

f) The Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchasers created herein, may prejudicially be affected;

g) The Developers has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Flat Purchasers under this Agreement;

h) The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the Flat Purchasers in the manner contemplated in this Agreement;

i) At the time of execution of the conveyance deed of the structure to the association of Flat Purchasers the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flat Purchasers;

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

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k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers in respect of the project land and/or the Project except those disclosed in the title report.

10. With respect to the Development the Flat Purchaser/s hereby agrees with the Developers the following :

11.

a) that until the completion of entire project on the entire property in all respect, the Developers alone shall be entitled to all FSI whether available at present or in future including the balance FSI, the additional FSI available under D.C. Rules from time to time and/or by special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of Transfer of Development Right (TDR) etc. or otherwise howsoever.

b) that under no circumstances the Flat Purchaser/s and/or other common organization will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever.

c) that the Developers shall be entitled to develop the said property fully by constructing and/or making additions in respect of the said building and/or by constructing additional buildings/floors/structures so as to avail of the full FSI permissible at present or in future for the said portion including for staircase, lift, passage, by way of purchase of floating FSI., TDR., free FSI which may be available on the said property or acquired otherwise however and including putting up of any additional Construction as mentioned above and Developers selling the same and appropriating to themselves the entire sale proceeds thereof without the Flat Purchaser/s or other acquirers of the Flat in such building or buildings and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature including fungible FSI whatsoever available at present or in future and further and/or additional construction shall always be the property of the Developers who shall be at liberty to use, deal with, dispose of, sell, transfer etc., the same in manner the Developers choose. The Flat Purchaser/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages

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including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Developers shall be entitled to consume such FSI by raising floor or floors on any structures and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said portion/land, building, etc., and transfer of rights and benefits of the Developers as hereinafter mentioned shall be subject inter-alia to the aforesaid reservation.

d) That the Developers alone shall be entitled to use any part or portion of the said building including the open terrace/s, walls or part of the said portion, basement, stilt, stack, and other parking space, covered or otherwise, the open space, room, including for use as may be permissible or ultimately may be permitted by the authorities concerned.

e) To admit without any objection the persons who are allotted flat by the Developers as members of the proposed society and/or as members of the society in the event the registered before all flat including flat of extended annexed building are sold by the Developers.

f) To execute, if any further or other writing, documents, consents etc., as required by the developers for carrying out the terms hereof and intentions of the parties hereto.

g) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings forms, applications etc., at the costs and expenses of the Flat Purchaser/s which the Developers in his absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

h) To Observe and follow all the terms and conditions as levied and imposed by the MCGM and other concerned Authorities while sanctioning the plans of the building including laying and maintenance of Dry And Wet Garbage at their cost.

i) The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Flat Purchaser/s and/or possession of the said building is handed over to the society of the Flat Purchaser/s of flat.

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j) Without prejudice to the other rights and contentions of the developers and without waiver of any of the rights and contentions of the Developers, in the event of delay in making payments under this Agreement, the Flat Purchaser/s agrees to pay to the Developers interest at the rate prevailing that of State Bank of India highest Marginal Cost of Lending Rate plus two percent per annum on all the amounts which become due and payable by the Flat Purchaser/s to the Developers under the terms of this agreement from the date of the said amount is payable by the Flat Purchaser/s to the Developers.

12. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Developers under this Agreement including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings and/or on the Flat Purchaser/s committing breach of any of the terms and condition herein contained, the developers shall be entitled at his own option to terminate this agreement by giving 15 days notice.

PROVIDED HOWEVER, if the default of payment by the Flat Purchaser/s continues for a period of three months from the due date the Flat Purchaser/s shall be liable to pay an interest at the prevailing rate of State Bank of India being the highest Marginal Cost of Lending Rate of State Bank of India plus two percent per annum on the outstanding amounts payable from the date the said amount is payable by the Flat Purchaser/s till the payment.

PROVIDED FURTHER that the acceptance of outstanding amount with the interest as aforesaid shall solely be at the option of the Developers and the Developers shall have a simultaneous right to terminate this Agreement at their own discretion and as they may deem fit and proper.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

(i) The Purchaser shall cease to have any right or interest in the said Flat or any part thereof;

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(ii) The Developers shall be entitled to sell the said Flat at such price and on the terms and conditions to such other person or party as the Developer may in their absolute discretion deem fit;

(iii) The Developers shall refund to the Purchaser the amount till then paid by the Purchaser to the Developers without any interest towards purchase price after deducting therefrom:

a) 20% of the purchase price of the said Flat (which will stand forfeited by the Developers as liquidated damages);

b) Deduct GST and/or any other indirect taxes / amount due and payable by the Purchaser/s and/or paid by the Developers in respect of the said Apartment/Flat;

c) The taxes and outgoings including brokerage, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;

d) The amount of interest payable by the Purchaser/s to the Developers in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

e) In the event of the said resale price of the said Flat being less than the purchase price mentioned herein, the amount of such deficit.

However in case if the Developers receive a credit/ refund of the Goods and service tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Developers to the Purchaser without any interest thereon.

13. The fixtures, fittings and amenities to be provided by the developers in the said Flat and the building are those that are set out in **Annexure "H"** annexed hereto.

14. The Developers may complete the entire building or any part or portion thereof or floor or building and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such premises and the Flat Purchaser/s herein shall have no right to object to the same and will not

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object to the same and the Flat Purchaser/s hereby gives his/her/their specific consent to the same. If the Flat Purchaser/s takes possession of any premises in such part completed portion or floor or otherwise the Developers and/or their Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Flat Purchaser/s, the Flat Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Flat Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/their or any other persons/s.

15. The Developer will construct and complete the building upto ___ floor, shall handover the units to tenants as wells as to the New buyers. The Developers shall give possession of the Flat to the Flat Purchaser/s on or before _____. If the Developers fails to give possession of the Flat to the Flat Purchaser/s on account or reasons beyond his/her/their control and of his/her/their agents as per the provisions of Section- 8 of Maharashtra Ownership Flats Act, by the aforesaid date, then the developers shall be liable on demand to refund to the Flat Purchaser/s the amounts already received by the Developers in respect of the Flat with interest at the rate prevailing that of State Bank of India Marginal Cost of Lending Rate plus two percent per annum from the date the Developers received the sum till the date the amounts and interest thereon is paid and shall have no other right or claim against the Developer except for such refund and interest accrued upon the refund amount. The Flat Purchaser/s agrees that sending of the said amount by Cheque by the Developers at the address given by the Flat Purchaser/s in these presents, whether the Flat Purchaser/s accepts or en-cashes the Cheque or not, will amount so required to be refunded. PROVIDED THAT the Developers shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the said building in which the Flat is to be situated is delayed on account of :-

1. Non-availability of steel, cement, other building material, water or electric supply ;
2. War, civil commotion or act of God ;

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3. Any notice, order, rule, notification of the Government and/or other public or competent authority ;

16. The Developers shall be entitled to change the use of the said property, and/or extended floors in the said building and/or part or portion thereof but the same will not directly affect the user of the existing flat and in case of change of above, the developers shall obtain necessary consent of the occupants/ tenants as per law.

17. The Flat Purchaser/s shall take possession of the Flat within seven days of the Developers giving written notice to the Flat Purchaser/s intimating that the said flat is ready for use and occupation and the Flat Purchaser shall before taking possession of the said flat inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required. PROVIDED THAT if within the statutory period of 5 years from the date of Occupation Certificate, the Purchaser/s bring to the notice of the Developers any material defect in the premises or the said building in which the premises is situated or the material used therein then, whenever possible such defects shall be rectified by the Developers at their own cost with best possible material and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act. Provided that no such compensation would be payable to the Purchaser/s if the defect is found on account of alterations, additions made by the Purchaser/s in the said Flat in contravention of the approved plans and at their negligence, excessive and improper use of the flat allotted to them..

18. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of Residence. He/She/They shall use garage or parking space only for purpose of parking the Flat Purchaser/s own vehicle.

19. The Flat Purchaser/s shall join as a member of the society and for this purpose also from time to time sign and execute the application for registration and/or membership and 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/Society within 10 days of the same being forwarded by the Developers to the Flat Purchaser/s, so as to enable Developers to forward the

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same to the society. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Associations, as may be required by the Register of Co-operative Societies for the Registrar of Companies, as the case may be, or any other Competent Authority.

20. Unless it is otherwise agreed to by and between the parties hereto the Developers shall, on completion of the entire project whichever is later cause to be transferred to the society or Limited Company all the charge together with the building as per the provision of the said agreement.

21. Commencing a week after notice in writing is given by the Developers to the Flat Purchaser/s that the Flat is ready for use and occupation, or before taking the possession of the flat, whichever is earlier, the Flat Purchaser/s whether he takes the possession of the flat or otherwise will be liable to pay regularly to the Developers and/or society the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said property and said building namely local taxes, betterment charges or such other levies by the concern local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the Society/ Limited Company is take over the entire charge of the same from the developers, the Flat Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determine by the Developers. The Flat Purchaser/s shall seven days of posting intimation about the Flat being ready for occupation as aforesaid, deposit and keep deposit with the Developers a sum of **Rs._____/- (Rupees _____ Only)** without interest as security deposit for payment by the Flat Purchaser/s his/her/their share of aforesaid outgoing and payments. The Flat Purchaser/s further agrees that till the Flat Purchaser/s share is so determined the Flat Purchaser/s shall pay the Developers on 5th day of every month provisional monthly contributions of Rs.__------___/- per month towards an on account of the Flat Purchaser's share of the aforesaid outgoing and such payments shall be made every month in advance to the Developers. The Developers shall be at

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liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Flat Purchaser/s for its aforesaid share of liability.

22. The Flat Purchaser/s shall on or before delivery of possession pay to the Developers the following amounts:-

Non Accountable Charges:

i) Rs. _____/-	For Legal Expenses/Charges for the project
.	
ii) Rs. _____/-	the amount towards permanent deposit for IOD and layout, Electric Meter Deposit, Water Deposits paid to the various authorities.
iii) Rs_____/-	MCGM and development Charges
iv) Rs. _____/-	Gas Connection Charges.

_____/-	TOTAL
==========	

Accountable Charges:

i) Rs. _____/-	Advance maintenance charges for meeting buildings Outgoings, Municipal Taxes, Water Charges, Common expenses, Electric charges, salary, wages, security charges, administrative expenses and other outgoings etc any other expenses as necessarily required etc. .
ii) Rs. _____/ -	towards Share Money, Share Application Money Entrance fees and Society deposits. Etc.
iii) Rs. _____/-	For Formation and registration of the society
iv) Rs. _____/-	Maintenance of common amenities, garden and fitness centre etc.

_____/-	TOTAL
==========	

23. The Developers shall utilize the sum of Rs._____/- paid by the Flat Purchaser/s to the Developers as accountable charges for meeting all expenses as recorded hereinabove and render accounts in due course of time.

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24. The Purchaser at his/her cost shall pay the requisite amount of stamp duty and registration charges and other incidental expenses and the developers shall remain present at the time of registration the Agreement For Sale .and te developers in no way liable for the same.

25. Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local Bodies either on the portion or building or otherwise the Flat Purchaser/s on being called upon to do so by the Developers, pay to the Developers his/her/their share thereof on or before or after taking possession of the said flat as may be required or demanded by the Developers.

26. The Flat Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hand the flat may come, doth hereby covenant with Developers as follows :

(a) To carry out at his own cost internal tenantable repair and conditions from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the flat and the building in which the flat is situated its staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof ;

(b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing or which goods is objected to the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat is situated and in case any damage is caused on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach.

(c) to carry out at his/her/their own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the Developers to the Flat Purchaser/s and shall not do or

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suffer to be done anything in or to the building in which the flat is situated or the flat which may be governed under the Rules and Regulations and bye-laws of such Housing Society, the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to concerned local authority and/or other public authority.

(d) not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and to keep the portion, sewers, drains, pipes, in the flat and appurtenances thereof in good tenantable condition and in particular, so as to support shelter and protect the other part of the building in which the flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC pardis or other structural changes in the Flat without 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 said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(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 said property and the building in which the Flat is situated ;

(g) Not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hand any sign boards, hoardings, name boards etc., in passage or outer wall of the building. The Developers/ Society shall throw away such things without any notice if anything is found in breach of this provision.

(h) pay to the Developers regularly such security as may be demanded by concerned local authority or Government authority of giving water, electricity, sewer clearance, or any other service connection to the building in which the flat is situated;

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(i) to bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of user of the Flat by the Flat Purchaser/s viz. user for any purposes other than for residential purpose ;

(j) The Flat Purchaser/s shall not let, sub-let, transfer assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Developers under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Developers;

(k) The Flat Purchaser/s shall observe and perform all the rules and regulations which the Society may at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the flat in the building and shall pay and contribute regularly towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

(l) Till conveyance of the said building/project in all respect in which Flat is situated the Flat Purchaser/s 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 property and building or any part thereof to view and examine the state and conditions thereof.

(m) The Flat Purchaser/s shall not close verandah or balconies without the sanction and permission of the Developers/Society and the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the said flat/building.

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(n) it is agreed by Purchaser/s that in addition to above consideration he/she/they will be liable to pay GST, central & state Government statutory dues or taxes whenever levied or leviable from time to time with in 7 days as and when demanded by the developers and in case of any delay in payment of taxes , the purchaser shall be liable to pay interest, penalty etc. if levied. .

27. The Developers shall maintain a separate account in respect of sum received by the Developers from the Flat Purchaser/s as advance or deposit, sum received on account of the share capital for the promotion of the Co-operative Society or a Company towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

28. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said flat or of the said land and building or any part thereof in favour of the Flat Purchaser/s and/or other Purchaser/s of flats in the said building or other building or buildings. The Flat Purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold to him/her/them and the entire property including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights, etc., will remain the property of the Developers and/or the said firm and company, who shall be entitled to the same in any manner they deem fit until the charge of the entire project including portion and building/s transferred to the Society as herein mentioned.

29. During the Course of construction, the Flat Purchaser/s may instruct the Developers to make any addition or alteration including any extra amenities provided the same does not involve any structural change and is permitted by the B.M.C. and for such additional alternation or extra amenities extra cost is paid in advance by the Flat Purchaser/s to the Developers upon the Developers agreeing to provide the same. The Developers shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason and in their absolute discretion.

30. The Developers shall provide water supply, seweage and drainage systems, electricity supply transformer, solid waste management and disposal and sewers, drains, tree planting, treatment and disposal of sewage and sullage

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water, solid waste management and disposal, water conservation, fire protection and fire safety requirements in the said Building.

31. Irrespective of the disputes, if any, that may have arisen between the Developers and the Flat Purchaser/s and/or the said Co-Operative Society, all amounts, contributions and deposits including amounts payable by the Flat Purchaser/s to the Developers under this Agreement shall always be paid punctually by the Flat Purchaser/s to the Developers and shall not be withheld by the Flat Purchaser/s for any reasons whatsoever.

32. It is agreed that, all the unsold flats, stilt, basement and other spaces, garages, gardens, terraces, compounds and car parking space in the said building and in the compound the power and authority of the society or of the flat holder/s and the Purchaser/s of flat/s and other spaces and car parking spaces, shall be subject to the over all authority and control of the Developers in respect of any of the matters concerning the said entire property layout, the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold flats, garages, basement, stilt, terraces, compounds, other spaces and car parking spaces and the disposal thereof. The Developerss shall be liable to pay only the Municipal Taxes at actual rate in respect of the unsold flats, garages, and /or car parking spaces. The Developers shall join in Developers/ Members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Developers the Co- Operative society shall admit as members the purchasers of such premises/flats without charging any premium or any other extra payment or transfer fee etc.

33. It is further agreed that the Developers shall have full right, absolute authority, and unfettered discretion to use put up and display hoarding / advertisements thereon, or put up on any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Developers shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the said Common Organization, and neither the Purchaser/s nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and

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Satellite Communications etc. for which purpose the Developers shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Developers deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ Flat Purchasers.

34. The deposits that may be demanded by or paid to the BMC for the purpose of sanctioning the plan and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and/or giving water connection to the said building and the electric meter deposits to be paid to B.S.E.S. Ltd., shall be payable by all the flats holders of the said building in proportion to the respective costs of their flats or other spaces or car parking spaces. The Flat Purchaser/s agrees to pay to the Developers such proportionate share of the Flat Purchaser/s of such deposit at the time of taking possession or within seven days of demand, whichever is earlier.

35. Any delay tolerated or indulgence shown by the Developers in endorsing the terms of the Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Developers shall not be construed as a waiver on the part of the Developers or any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

36. In the event that the booking is done through a broker and/or agent then the Developers shall not be liable and/or responsible for any misrepresentation / misleading and/or false information provided by the broker/agent. Developers shall not be held liable for any internal arrangement arrived at on the basis such information provided by the broker/agent to the Purchaser/s.

37. If the Purchaser/s intends to visit the under construction building then it shall make a written request to the Developers for a site visit and the Developers shall within 7 (seven) working days from receipt of the request intimate the Purchaser/s the date and time for such visit. The Purchaser/s shall accordingly be entitled to site visit on the date and the time as intimated by the Developers accompanied by site staff of the Developers and the Purchaser/s agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the

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site. The Purchaser/s hereby undertakes not to hold the Developers responsible for any loss or damage or harm incurred or suffered by the Purchaser/s or any person accompanying the Purchaser/s, due to negligence or wrongful acts or otherwise, during the site visit.

38. The Purchaser/s shall present this Agreement and the conveyance at the proper registration office within the time limit prescribed by the Indian Registration Act and the Developerss will attend such Office and admit the execution thereof.

39. All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Registered Post A.D./ Under Postal Certificate/Speed Post at his/her/their address specified below.

_____ residing/having Address at _____.

40. That in case there are Joint Flat Purchasers all communications shall be sent by the Promoter to the Flat Purchasers 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 Flat Purchasers.

41. After possession of the said Flat is handed over to the Flat Purchaser/s if any additions or alterations in or about or relating to the said building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Flat Purchaser/s and the other acquirers of the flats in the said building at their own costs, expenses, risks and responsibilities and Developers will not any manner be responsible for the same.

42. Under no circumstances, the possession of the flat shall be given to the Flat Purchaser/s unless and until all payments required to be made under the Agreement by the Flat Purchaser/s has/have been made by him/her/them.

43. The Transfer deed and/or any such deed and all documents shall be prepared by Advocate of the Developers and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations, and additions therein as the Developers may deem

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fit and proper and other clauses which they think necessary and desirable. Any such documents of transfer shall be in consonance with the terms and conditions of this agreement interalia in respect of the consumption of any further FSI by Developers as envisaged in the foregoing clauses hereof.

44. The Flat Purchaser/s shall sign all papers and documents and do all other things that the Developers may require it to do from time to time in this behalf including for safeguarding the interest of the Developerss and holders of other shop/ office/ garages/ parking spaces/hoarding space etc., in the building in the said property.

45. All costs, charges and expenses in connection with the Co-operative Society as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other Agreements Covenants deeds including this Agreement or any other documents required to be executed by the Developers and/or the Flat Purchaser/s and out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Developers including preparing and approving all such documents shall be borne and paid by the flat purchaser or by the Society proportionately including the Flat Purchaser/s. The Developers shall not contribute anything towards such expenses. The proportionate share of the costs, charges and expenses payable by the Flat Purchaser/s shall be paid by the Flat Purchaser/s immediately on demand.

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

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

48. 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 Flat Purchasers of the [Apartment/Plot], in case of a transfer, as the

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said obligations go along with the [Apartment/Plot] for all intents and purposes.

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

50. Wherever in this Agreement it is stipulated that the Flat Purchasers has to make any payment, in common with other Flat Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

51. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flat in the said Building if any, shall belong for the exclusive use of the respective Purchaser/s of the Terrace flat and such terrace spaces are intended for the exclusive use of the respective Terrace Flat Purchaser/s. The said Terrace shall not be enclosed by the flat Purchaser/s till the permission in writing is obtained from the concerned Local Authority and the Developerss or the Society or as the case may be.

52. PROVIDED always that if any dispute and/or difference arises between the Parties hereto during the subsistence of this Agreement or any renewals of the same or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding any question, the Parties hereto shall endeavour to settle such dispute amicably. In case the disputes are not settled, the disputes shall be referred to a Sole Arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and if dispute is not amicably settled the joint shall be referred to the MAHARERA.

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53. This Agreement shall always be subject to the provision of the Maharashtra Ownership Flat Act, (Mah. Act No. XV of 1971) and the Rules made there under and The Real Estate (Regulation and Development) Act 2016.

IN WITNESS WHEREOF the parties hereto have set their hands and seal to this writing the day and the year herein before written.

: THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO ::

All that piece and parcel of land bearing S. No 38 HissaNo.1 Plot No.2 and CTS No.113,113/ 1 to 4 admeasuring 753.30 sq. mtrs. or thereabouts , together with the structure known as "VIJAY VILLA" lying being and situated at Village Akurli Taluka Borivali MumbaI Suburban District. situated Akurli, Ashok Nagar, Kandivali (East) Mumbai 400 101. .

:THE SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

Flat No. _____ on the ____ floor Having total carpet area admeasuring _____ sq. ft. as per RERA, _____ sq. ft. carpet area as per MOFA in the Free Sale Building to be known as **"Shree Royal Height "** under construction on the Free Sale Portion more particularly described in the above Schedule hereinabove written. Lying, being and situated on All that piece and parcel of the property bearing S. No 38 HissaNo.1 Plot No.2 and CTS No.113,113/ 1 to 4 admeasuring 753.30, sq. mtrs. or thereabouts situated at Village Akurli Taluka Borivali MumbaI Suburban District. situated Akurli, Ashok Nagar, Kandivali (East) Mumbai 400 101. .

Common Area and Facilities

The Compound, Including all open space around the building, lobbies, stair case, Gang way, Lift, Machine Room, Under ground and over head Water tank, Terrace, Pumps, Tanks and all other areas excluding the flat area of the building .

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SIGNED SEALED AND DELIVERED }
}
by the within-named " DEVELOPERS" }
}
M/S.ROYAL'S REALTORS }
}
}
in the presence of _____ }
_____ }

SIGNED SEALED AND DELIVERED by }
the withinnamed "PURCHASER/S" }
_____ }
}
}
_____ }
}
in the presence of _____ }
_____ }

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RECEIPT

RECEIVED of and from the Purchaser/s above-named the Sum of **RS._____/- (Rupees _____ Only)** being the earnest money or deposit paid by the said Purchaser/s to the Developers.

Cheque No.	Date	Bank Name	Amount
		Total	**Rs._____**

WE SAY RECEIVED

For Royal'S Realtors.

MR._____
(Partner)

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****
DATED THIS __ DAY OF _____, 20__
****

BETWEEN

M/S. ROYAL'S REALTORS
.... DEVELOPERS

AND

_____
_____

.... PURCHASER/S.

AGREEMENT FOR SALE

OF

FLAT NO. _____ ON ____ FLOOR _____ " AT _____ VILLAGE AKURLI, TALUKA BORIVALI MUMBAI

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AGREEMENT DRAWN BY
MR. VIKAS R. HIORLEKAR
ADVOCATE HIGH COURT

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LIST OF ANNEXTURES

"A" IOD
"B" C.C.
"C"P.R.CARD
"D" TITLE CERTIFICATE
"E" RERA CERTIFICATE
"F" FLOOR PLAN
"G" AMENITIES

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ANNEXURE "G"

LIST OF AMINITIES

FOUNDATION
Isolated/Raft /Pile Foundation depending upon the state of Soil available at the site.

SUPER STRUCTURE
R.C.C. Earth Quake Resistance framed structure.

BRICKWORK / C4X
4" thick for Internal walls, 6" thick for External walls.

INTERNAL PLASTER
POP finished/ Birla putty/Gypsum.

EXTERNAL PLASTER
Double coat sand faced finished/Texture.

INTERNAL PAINTING
Plastic paint (Asian / Royal or any equivalent co).

EXTERNAL PAINTING
Acrylic paint (Asian / Royal or any equivalent co.).

COMMON PASSAGE
Decorative design flooring in Marble/ Granite/ Anti skit or Vitrified tile.

BATHROOM FLOORING
Anti-skit ceramics tiles.

BATHROOM WALLS
Upto Beam height ceramics glazed tiles.

BATHROOM WINDOWS
Marble/Granite framed, Anodized / Powder coated Aluminum lowered window with provision of exhaust paint.

BATHROOM DOORS
Marble/Granite framed (Double Patti), Teakwood Flush Door or Brolite.

KITCHEN PLATFORM
Granite platform with stainless steel sink of a reputed co.
Piped gas connection in each flat (if within the network of Mahanagar gas Ltd.).

KITCHEN DADO
Ceramic glazed tiles up to beam height & white tiles below platform.

MAIN DOOR/ INTERNAL DOORS
Teakwood framed flush door with decorative veneer outside with fittings. Europa mortic lock in main door.

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WINDOWS
Granite/marble framed–double patti, Aluminum anodized/Powder Coated sliding windows with glasses.

ELECTRIFICATION
Canceled copper wiring with circuit breakers (With ISI mark).
Switches of reputed make (Anchor/ Vinay or equivalent make).
ELCB to be provided in each flat.
Telephone connection in each Flats.
Enterance lobby & security cabin.
Provision for T.V. Points.
Geyser in all Bathrooms (reputed ISI marked).

PLUMBING
Concelead 'C' class G. I. Pipes/ CVPC pipe.
C.P. plumbing fitting of reputed makes (Aqual or Jaguar or equivalent).
Ceramics wall mounted basin in bathrooms/ toilets.
Indian/European style WC (as per requirement).
Hot & cold water shower in bathrooms.
P.V.C. pipes for external drainage.
Water connection in kitchen with outlet provision.
All sanitary ware, WC, basin of reputed brand (Cera/Simpolo equivalent).
Inlet and Outlet shall be provided for Washing Machine.

LIFTS
Lifts of reputed brands (JOHNSON/OTIS or similar).

WATER STORAGE TANKS
R.C.C. underground tank, R.C.C. overhead tank.

WATER PROOFING
High quality water proofing in bathrooms/toilets, terrace, nahini area in kitchen, underground tank, overhead tank. PLUS China Chips on Terrace.

FIRE FIGHTING SYSTEM
We will provide the fire fighting system as per the requirement.

COMPOUND
Compound wall will be constructed on all sides of plot or as per approval,
Adequate lights will also be provided,
Anti skit paving in the compound also done.
Plantation of the trees in the society compound will be done as per DC rules.

ENTRANCE LOBBY
Decorative entrance lobby, Provisions of name plates of all the flats will be provided.

RESIDENTIAL STAIRCASE BLOCK
Lighting Arrangements : Tube lights.
Flooring for Treads & Risers : Polished Kotah/ Marble / Vitrified Tiles.
Flooring for Landing & Midlandings : Polished Kotah/ Marble / Vitrified Tiles.

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LIFT LOBBY/ LIFT MACHINE ROOM

Lift & Lobby with adequate lights.
Lift Room with wooden/FRP0 doors & windows & 1 light point.

SECURITY

CCTV Camera shall be provided.

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