AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai this ___ day of _____, 2020, **BETWEEN:**

ALLIANCE CITY DEVELOPERS REALTORS PVT. LTD, a Company incorporated under the provisions of The Companies Act, 1956, having Pan No. AACCC0953F, CIN No. U65990MH1993PTC075177 and having its registered office at 195, Saheb Building, 5th floor, Above Central Camera, Fort, Mumbai 400001, hereinafter referred to as the "**THE DEVELOPER"**(which expression shall unless it be repugnant to the context or meaning thereof, deem to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

_____ an adult/s, of Mumbai, Indian Inhabitant/s residing at _____ hereinafter referred to as **"THE PURCHASER/S/ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their, heir/s executor/s, administrator/s and assign/s) of the **OTHER PART**;

OR

_____, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at _____**,** hereinafter referred to as **"THE PURCHASER/S/ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and permitted assigns) of the **OTHER PART**;

OR

_____ a Partnership Firm registered under the Indian Partnership Act, 1932 having its Registered Office at _____, hereinafter referred to as **"THE PURCHASER/S/ALLOTTEE/S"** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being, their successor or successors and the heirs, executors, administrators and assigns of the last surviving partner) of the **OTHER PART**;

W H E R E A S:

A. Amar Saujanya Co-Operative Housing Society Limited, a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960and bearing Registration No. BOM/HSG/3082 of 1971 dated 18th August 1971 and having its Registered Office at Amar Deep, Pandit M. M. Malaviya Road, Mulund (West), Mumbai 400 080(the **"Society"**), is seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of Plot of land admeasuring 1342.20 sq. meters bearing Plot D and City Survey No. 135, Hissa No.2, Survey No. 171 in the revenue village of Nahur Taluka (Kurla), within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban and bearing CTS Nos. 551/6 situate at Amar Deep, Pandit M. M. Malaviya Road, Mulund (West), Mumbai 400 080 (the **"Plot"**) together with the building standing thereon consisting of 2 wings known as "Amar Deep" and consisting of ground plus 3upper floors assessed to municipal taxes under 'T' ward no (i) No. 3575 (126 ED), Nahur Village, Mumbai- 400 080(since demolished) (the **"Old Building"**). The Plot and the Building unless referred independently shall hereinafter be collectively referred to as **"the Property"** and more particularly described in the **FIRST SCHEDULE** hereunder written;

B. The Old Building was constructed sometime in the year 1971-1973 and was in a dilapidated condition and required extensive repairs. Considering the cost for carrying out such repairs and considering the fact that the additional TDR/FSI benefit also would be made available, the Society and its members considered it desirable to demolish the Old Building and reconstruct a New Building on the said Plot by utilizing the potential FSI of the said Plot as well as FSI by way of TDR and also fungible compensatory FSI with or without premium as may be permitted by Municipal Corporation of Greater Mumbai (**MCGM**) as per the amended Development Control Regulations for Greater Mumbai, 1991 (the **"D.C. Regulation"**) prevailing as on date. The Society being desirous of availing the said benefit by redeveloping the Property followed the redevelopment guidelines / policy dated 3rd January, 2009 under Section 79(A) of Maharashtra Co-operative Societies Act, 1960 and

appointed a Re-Development Committee consisting of 3 members of the Society viz. (i) Mr. _____(ii) Mr. _____and (iii) Mr. _____and also appointed M/s. Tiwaskar and Associates as Project Management Consultants (the**"PMC"**).The PMC prepared the feasibility report and based on the feasibility report prepared tender which was approved by the Society in the Special General Meeting dated 15th July 2018 and floated Tender on 19th July 2018

C. As per the DC Regulations, the Plot was capable of being developed by consuming Floor Space Index in respect of the Plot and F.S.I. of other properties by way of Transferable Development Rights (T.D.R.) in accordance with the provisions of the D.C. Regulations (F.S.I. to be obtained by way of T.D.R.,) (the **"TDR/FSI"**);

D. All the Members of the Society unanimously agreed and decided to demolish the Old Building (since demolished) and construct a new building on the Plot by consuming the F.S.I of the Plot as well as TDR/FSI as may be made available on the Plot. Since the Members did not have the proper knowledge and expertise, nor the requisite finance to acquire TDR/FSI and construct the new building, the Members unanimously decided to transfer their respective entitlements to a common Developer, who can re-develop the Plot by constructing a new building by utilizing the F.S.I. of the Plot as well as the TDR/FSI and fungible FSI (with or without premium) as permissible under the prevailing D.C Regulations. Accordingly, the appropriate Resolutions to that effect were passed by the Members of the said Society;

E. The said Society received several offers from various Developers which were shortlisted and the offers of shortlisted Developers were considered / scrutinized in the Special General Body Meeting of the said Society (**said SGM**) and in the said SGM all the members of the Society on the terms and conditions as modified and acceptable to all the members of the said Society, and they have unanimously approved and accepted the offer of the Developers. The Developers pursuant to negotiations held with the Society from time to time proposed the changes in the offer by its letters dated 25th September 2018, 4th October 2018, 11th October 2018 and 16th October 2018 (all the letters dated 25th September 2018, 4th

October 2018, 11th October 2018 and 16th October 2018 read with initial offer letter dated 16th August 2018 shall be herein after collectively referred to as the "**Final Offer"** and in case of any inconsistencies between the letters the terms of the letter/s of subsequent date shall prevail over the previous letters**)**.

F. The said Society has issued a Letter of Intent dated 19th October 2018 (**the "LOI"**) to the Developers confirming their appointment as the Developers for redevelopment of the Plot;

G. By a Development Agreement dated 16th February 2019 (the **"Development Agreement"**) executed by and between Amar Saujanya Co-Operative Housing Society Limited (the Society herein) (therein also referred to as the "Society"), Alliance City Developers Realtors Pvt.Ltd (the Developers herein) (therein also referred to as the "Developers") and all the members of the Society (therein referred to as the **"Members"**) and City Cat Overseas Chemicals Limited (therein referred to as the "Confirming Party") and duly registered with the Office of the Sub-Registrar of Assurances at Kurla under Sr. No.1476 of 2019 the Society with the consent given by the Members separately have granted and conferred unto and in favour of the Developers, the development rights in respect of the Plot to develop the same by demolishing the Old Building and to construct a new building on the said Plot by exploiting the entire potential FSI available on the Plot and also exploiting maximum permissible TDR/FSI which includes the fungible FSI with or without premium as may be sanctioned/approved by Municipal Corporation of Greater Mumbai (**MCGM**) as per the provisions of the amended D.C. Regulations with the right to sell the remaining flats and other premises in the proposed New Building be constructed on the Plot (Save and Except the Members flats agreed to be constructed free of cost in the said New Building) and for the consideration and upon the terms and conditions mentioned therein. The Copy of the Index-II of the Development Agreement is annexed hereto as **Annexure- "II";**

H. Pursuant to the said Development Agreement, the Society has executed a Power of Attorney dated 16th Feb 2019(the **"Power of Attorney"**) in

favour of the Developers to enable the Developers to get the plans sanctioned from MCGM and to obtain various permissions/sanctions including procuring IOD/CC, approvals from various authorities and complete the construction and obtain Occupation Certificate (**OC**) from MCGM and to sell the remaining Premises being the Entitlement/Allocation of the Developers which would be constructed over and above the Members Premises to be allotted to the existing 31 (Thirty One)Members of the said Society and receive the appropriate consideration for the benefit of the Developers. The said Power of Attorney is duly registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. 1477 of 2019;

I. As per the terms of the said Development Agreement, the Developers herein shall be entitled to load permissible FSI and avail the full benefit of transfer of development rights /development right certificate on the Plot and fungible compensatory FSI with or without premium as may be sanctioned/approved by MCGM while constructing the new building on the Plot as per the prevailing amended Development Control Regulations;

J. The said Society has irrevocably authorized and empowered the Developers, along with their servants, agents, contractors, to enter upon the said Plot, to redevelop the same by constructing a new Building as per the plans and specifications/ as approved / sanctioned by MCGM and as per the relevant Development Control Regulations applicable thereto;

K. Under the Development Agreement read with the Power of Attorney, the Developers are authorized and empowered to construct additional flats over and above the Flats to be allotted to the existing 31 (Thirty One) Members and to sell and transfer such additional Flats constructed by the Developers also to allot remaining Car Parking Space in Mechanical, Stilt,basement level/open to the Prospective Purchasers for the consideration and on the terms and conditions as the Developers may think fit and proper and to appropriate the sale proceeds thereof, for their own benefit without any reference to the said Society and/or its Members. The Developers are also authorized to issue Letter of Allotment

and/or to execute Agreement for Sale and other documents for sale of flats and other Premises comprising in their entitlement and register the same, with the Office of the Sub-Registrar of Assurances

The society has decided to collect Rs.1,00,000/-(Rupees One Lakh only) from each of existing and prospective new Members towards the Repairs and Maintenance Fund. Accordingly the Developer shall recover Rs.1,00,000/-(Rupees One Lakh only) from prospective purchasers of flats in Developers area and pass on the same to the Society at the time of membership. The Society has agreed to admit such Purchasers of the Premises of the Developers Entitlement as its Member/s

L. Under the Development Agreement, it was agreed that the Members will hand over the vacant possession of their respective flats to the Developers to enable the Developers to demolish the Old Building upon the Developers procuring IOD and admit execution of Individual Agreement in respect of Members New Flat;

M. The Developers have got the building plans from MCGM and also obtained all other approvals, sanctioned permission as may be required for construction of the New Building to be named as **"**Amardeep Alliance" consisting of ground plus 17 upper floors("**New Building"**) on the Plot under Intimation of Disapproval (**I.O.D**.) dated 20th November 2019 bearing No CHE/ES/4175/T/337(NEW) IOD/1/NEW A photocopy of the IOD dated are collectively annexed hereto as **Annexure "III" (colly);**

N. As per the terms of Development Agreement, the Developers have executed Individual Agreements and all the Members of the Society have vacated their respective flats and handed over possession of the same to the Developers for the purpose of demolition and redevelopment as contemplated in the said Development Agreement. The Developers have also obtained Commencement Certificate bearing No. _ CHE/ES/4175/T/337(NEW)CC/1/NEW dated 17th January 2020. The

copy of Commencement Certificate referred hereinabove is annexed hereto and marked as **Annexure "IV"** ;

O. The Plot and the New Building shall unless referred separately be hereinafter collectively referred to as **"the said Property"** and more particularly described in the **Second Schedule** hereunder written;

P. Save and except Members Entitlement as set-out in the said Development Agreement, the Developers herein became entitled to sell the remaining flats on what is popularly known as "On Ownership basis" and allot the remaining car parking spaces (the **"Developers Entitlement/Allocation"**) in favour of the prospective Purchaser/s/Allottee/s;

Q. The title of the said Society in respect of the said Plot and the Developers title to develop the same is certified by Mr. Samir K. Vaidya , Advocates as per Title Certificate dated _02-04-2019_. A copy whereof is annexed hereto and marked as **Annexure "V"**;

R. The Plot stands in the name of the Society in the Revenue Record /City Survey Record as reflected in the copy of the Property Card annexed hereto as **Annexure "VI"**;

S. The Purchaser/s/Allottee/s has/have seen the Property prior to the execution of this Agreement. The Purchaser/s/Allottee/s has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s/Allottee/s of all the documents of title relating to the said Property including copy of title certificate issued by Mr. Samir K. Vaidya Advocates, of the Developers, Property Register Card, Relevant Orders, Approved Plans, IOD, CC, designs and specifications prepared by the Developers Architects and all other documents as specified under The Real Estate (Regulation and Development) Act, 2016 (the **"Act"**) being the re-enacted statute after repeal of the Maharashtra Ownership of Flats (Regulations of the Developers of construction, sale, management and Transfer) Act, 1963 (MOFA) and rules made there under;

T. The Developers have informed to the Purchaser/s/Allottee/s and the

Purchaser/s/Allottee/s is/are aware that the Developers have commenced the construction of the New Building and complete the construction of the New Building as per the sanctioned plans, with such modifications thereto as the Developers may from time to time determine and as may be approved/sanctioned by the concerned local bodies and authorities without taking permission/consent of the Purchasers;

U. The Developers entered into and/or may enter into such Agreements with other persons and/or parties in respect of the flat/s, and allotting Car Parking Spaces etc. in the New Building forming part of the said Developers Entitlement /Allocation as the Developers may desire proper;

V. The Purchaser/s/Allottee/s has/ have applied to the Developers for purchase of residential Flat bearing No. _____, admeasuring _____ sq.ft carpet area as per RERA (the "**Flat"**) in the New Building and more particularly described in the **Third Schedule** hereunder written for the consideration and on the terms and conditions hereinafter appearing;

W. As per the amendment to the Income-tax Act, 1961, the Purchaser/s/Allottee/s is/are responsible to deduct TDS at 1% from the total consideration due and payable to the Developers. Thus, the Purchaser/s/Allottee/s shall deduct the TDS from the total consideration payable to the Developers and deposit the same with the Income-tax Department within the period prescribed under the Income-tax Act and furnish to the Developers a Certificate of deduction of tax at source in Form No.16B;

X. The Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai no._____. The authenticated copy of the Certificate is attached hereto as **Annexure 'VII'**;

Y. The authenticated copies of the plans as approved by MCGM have been annexed hereto and marked as **Annexure –"VIII"**;

Z. The authenticated copies of the floor plans and specifications of the said

Flat agreed to be purchased by the Purchaser/s/Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure –"IX"**;

AA. The Developers have got approvals from the concerned local authority(s) and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building from MCGM;

BB. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the project land and the New Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the New Building/s shall be granted by the concerned local authority;

CC. As per section 13 of the said Act the Developers are required to execute a written Agreement for sale of Flat in the said New Building with the Purchaser/s/Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers have demolished the said Old Building and have commenced construction of a new residential building to be named as "**Amardeep Alliance"**" consisting of ground plus __17__ upper floors the **"New Building"**) being constructed on all that piece or parcel of land admeasuring 1342.20 sq. meters bearing Plot D and City Survey No. 135, Hissa No.2, Survey No. 171 in the revenue village of Nahur Taluka (Kurla), within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban and bearing CTS Nos. 551/6(the **"Plot"**) situate, lying and being at Amar Deep, Pandit M. M. Malaviya Road, Mulund (West), Mumbai 400 080. The Plot and the New Building unless referred separately shall hereinafter collectively be referred to as **"the said Property"** and more particularly described in the **Second Schedule** hereunder written.

2. The Developers have commenced the construction of the New Building to be used for the residential purposes as per the Layout Plans & Building Plans sanctioned by the Municipal Corporation of Greater Mumbai **(MCGM)** and which have been seen and approved by the Purchaser/s/Allottee/s with only such modifications as the Developers may consider necessary or as may be required by MCGM or concerned local or Government Authorities without taking permission/consent from the Purchaser/s/Allottee/s. Provided that the Developers shall have to obtain prior consent in writing of the Purchaser/s/Allottee/s in respect of variations or modifications which may adversely affect the said Flat of the Purchaser/s/Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

3. **CONSIDERATION:-**

3.1 The Developers have agreed to sell and the Purchaser/s/Allottee/shas/have agreed to purchase and acquire from the Developers a Flat bearing No. ___, admeasuring _____ sq.ft carpet area as per RERA on the ____ floor, (the **"Flat"**) in the New Building being constructed on the Plot and shown by red colored boundary line on the typical floor plan thereof annexed hereto and marked **Annexure "X"** and more particularly described in the **Third Schedule** hereunder written, at and for the total consideration of Rs. _____/- (Rupees _____ only) (the **"Consideration"**) which includes the proportionate price of the common areas and facilities appurtenant to the said Flat to be paid by the Purchasers to the Developers in the following manner:

1. The Flat Purchaser/s shall pay the Consideration without any delay and default, (timely payment of each installment being essence of the contract) in the following manner:

(a) [10]%(ten percent) being Rs _____(_____) has been paid before execution of this agreement
(b) [20]% (Twenty percent) Rs. /- (Only) to be paid after execution of the agreement
(c) [15]% (Fifteen percent) being Rs. /- (only) to be paid on completion of the plinth of the building.
(d) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 1st slab of the building
(e) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 3rd slab of the building
(f) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 5th slab of the building
(g) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 7th slab of the building
(h) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 9th slab of the building
(i) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 11th slab of the building
(j) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 13th slab of the building
(k) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 15th slab of the building
(l) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of 17th slab of the building
(m) [2.5]% (Two and half percent) being Rs. (Only) to be paid upon completion of terrace slab of the building
(n) [5]% (Five percent) being Rs. /- (Only) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
(o) [5]% (Five percent) being Rs. /- (Only) to be paid to the Developer on completion of the sanitary fittings, staircases, lift walls, lobbies upto the floor level of the said Flat.
(p) [5]% (Five percent) being Rs. /- () Rs/- (Six Only) to be paid to the Developer on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Flat is located.
(q) [10]% (Ten percent) being Rs. /- (Only) 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 in which the said Flat is located.
(r) [5]% (five percent) being Rs. /- (Only) to be paid at the time of handing over of the possession of the said Flat to the Purchaser/s on or after receipt of occupancy certificate

3.2 The Purchaser/s/Allottee/s shall in addition to the afore stated consideration amount also pay GST (Goods Service Tax) or nay other government taxes as as per the prevailing law and Rules framed by the Concerned Authorities in respect of the said Flat/ Shop and/or on this Agreement. It is mutually agreed between the parties hereto that in the event if, any additional amount becomes payable over and above the aforesaid amount by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, GST, service tax or any other duty/penalty is levied and/or imposed by the Government under any other Statute then the Purchaser/s/Allottee/s alone shall be responsible to pay the same to the Competent Authority.

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

3.4 The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s/Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then Developers shall refund

the excess money paid by Purchaser/s/Allottee/s within forty-five days with annual interest at the rate specified in the Rules of the said Act, from the date when excess amount becomes payable by the Purchaser/s/Allottee/s to the Developers. If there is any increase in the carpet area allotted to Purchaser/s/Allottee/s, the Developers shall demand additional amount from the Purchaser/s/Allottee/s together with interest @ __ % p.a. from the date the said amount becomes payable as per the rate specified in the rules of the said Act. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

3.5 The Purchaser/s/Allottee/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/Allottee/s undertakes not to object / demand / direct the Developers to adjust his payments in any manner.

4. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the consideration amount shall be an essence of the contract.

5. The Purchaser/s/Allottee/s shall pay the installments as set out in Clause 3 hereinabove on the due date without fail and without any delay or default or demur as time in respect of payment of the said installments is the essence of this Agreement. The Developers will forward to the Purchaser/s/Allottee/s an intimation of having carried out the work against which the installment is due, at the address given by the Purchaser/s/Allottee/s under this Agreement and the Purchaser/s/Allottee/s shall be bound to pay the amount of installments within 7 (seven) days of Developers dispatching such intimation Under Certificate of Posting at the address of the Purchaser/s/Allottee/s as given in these presents. The Purchaser/s/Allottee/s do/doth hereby agree/s and undertake/s to give intimation to the Developers about change in his/her/their address.

6. The Purchaser/s/Allottee/s is/are required to deduct tax @ 1% from each of the installment payable by him/her/them. The Purchaser/s/Allottee/s doth/do hereby irrevocably agree/s and undertake/s:

(i) to deposit 1% TDS (deducted by them with the Income-tax Department on or before 7th of the following month;

(ii) to furnish to the Developers TDS Certificate in Form 16B along with the copy of Challan in Form 26QB;

The Purchaser/s/Allottee/s agree/s and confirm/s that until the Purchaser/s/Allottee/s comply with the aforesaid obligations and in spite of receipt of the entire consideration, the Developers shall be entitled to withhold the possession of the Flat.

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

8. Time is essence for the Developers as well as the Purchaser/s/Allottee/s. The Developers shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s/Allottee/s after receiving the occupancy certificate from MCGM. Similarly, the Purchaser/s/Allottee/s 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 simultaneous completion of constructions by the Developers as provided in clause 3 herein above.["Payment Plan"].

9. In the event of delay or default on the part of the Purchaser/s/Allottee/s, in making payment of any of the installments or amounts, the Developers shall, without prejudice to their other rights in law including the right of termination, be entitled to claim interest at the rate of ____% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Developers.

10. If the Developers fail to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s/Allottee/s, the Developers do hereby agree to pay to the Purchaser/s/Allottee/s, who does not intend to withdraw from the project at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate") on all the amounts paid by the Purchaser/s/Allottee/s, for every month of delay, till the handing over of the possession. The Purchaser/s/Allottee/s agrees to pay to the Developers, interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate") on all the delayed payment which becomes due and payable by the Purchaser/s/Allottee/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s/Allottee/s to the Developers.

11. Without prejudice to the right of Developers to charge interest in terms of clause 10 above, on the Purchaser/s/Allottee/s committing default in payment on due date of any amount due and payable by the Purchaser/s/Allottee/s to the Developers under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s/Allottee/s committing three defaults of payment of installment the Developers shall at their own option, may terminate this Agreement PROVIDED ALWAYS that the power to terminate herein contained shall be exercised by the Developers, after giving to the Purchaser/s 15 (fifteen) days advance.

Provided that, Developers shall give notice of 15 (fifteen) days in writing to the Purchaser/s/Allottee/s, by Registered Post AD at the address provided by the Purchaser/s/Allottee/s and mail at the e-mail address provided by the Purchaser/s/Allottee/s, of his/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s/Allottee/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate the Agreement and if the Purchaser/s continue to default and/or fail in remedying such breach or breaches within the stipulated period of 15 (fifteen) days from the date of such notice from the Developers, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s/Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amounts which may be payable to Developers) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Purchaser/s/Allottee/s to the Developers without any interest.

12. Upon termination of this Agreement and refund of the amount as aforesaid by the Developers, all the rights of the Purchaser/s/Allottee/s accrued to the Purchaser/s/Allottee/s under this Agreement shall come to an end and the Developers shall be at liberty to dispose of and sell the said Flat, to any third party, and on such terms and conditions as the Developers may in their absolute discretion, deem fit and proper. The Purchaser/s/Allottee/s also agree/s that sending of the said amount by cheque by Developers to the Purchaser/s/Allottee/s, at the address given by the Purchaser/s/Allottee/s in these presents, whether the Purchaser/s/Allottee/s encashes the Cheque or not, will amount to the refund of the amount so required to be refunded by the Developers.

13. In the event, the Purchaser/s/Allottee/s desire/s to cancel this agreement, the earnest money paid by the Purchaser/s/Allottee/s shall stand forfeited and the Purchaser/s/Allottee/s shall not be entitled to such earnest money and all the taxes paid by him/her/them to the Developers. It is further provided that in such circumstances, the Purchaser/s/Allottee/s shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s/Allottee/s booked the said Flat and the rate prevailing at the time of the cancellation, by the Purchaser/s/Allottee/s, of this Agreement relating to the said Flat. The Purchaser/s/Allottee/s shall also have to bear and pay to the Developers at the time of such cancellation, the brokerage charges (if flat is purchased through the broker) which brokerage shall have been already paid by the Developers to such broker. The Purchaser/s/Allottee/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s/Allottee/s has/have expressed his/her/their desire to cancel this Agreement relating to the said Flat. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s/Allottee/s, as specified hereinabove, shall be deducted from

the amount received by the Developers from the Purchaser/s/Allottee/s till the time of such cancellation and balance if any shall be refunded to the Purchaser/s/Allottee/s.

14. If the Purchaser/s/Allottee/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developers under this Agreement, seeks a loan from financial institutions, banks or other institutions/Employer against the security of the said Flat subject to the consent and approval of the Developers, then in that event, the Purchaser/s/Allottee/s committing a default of the payment of the installments of the consideration amount and in the event of the Developers exercising their right to terminate this Agreement, the Purchaser/s/Allottee/s hereby undertake/s to clear the mortgage debt outstanding at the time of such termination. The Purchaser/s/Allottee/s shall obtain the necessary letter from such financial institution; employer's bank as the case may be confirming that the Purchaser/s/Allottee/s has/have cleared the mortgage debt. On receipt of such letter from the financial institution, bank, employer of the Purchaser/s/Allottee/s etc. as the case may be the Purchaser/s/Allottee/s shall be entitled to refund of the amount (after deducting the earnest amount and all the taxes) so paid by him/her/them to the Developers towards the said Flat **PROVIDED HOWEVER**, if the Purchaser/s/Allottee/s fail/s to repay the loan and clear the debt the Developers shall directly pay the amount payable to the financial institution, bank, employer of the Purchaser/s/Allottee/s or other such institutions who would/have made the payment on behalf of the Purchaser/s/Allottee/s from the amount standing to the Purchaser's credit with the Developers towards the said Flat and (paid by him/her/them to the Developers towards the consideration amount) to the extent of the mortgage debt so as to clear the same. Only on receipt of letter of clearance of debt from such bank, financial institution, employer of the Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s shall be entitled to the refund of the balance amount if, any standing credited to the account of the Purchaser/s/Allottee/s with the Developers towards the said Flat **NOTWITHSTANDING** all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s/Allottee/s to pay the installments of the consideration amount irrespective of the fact that the Purchaser/s/Allottee/s has/have applied for the loan to such financial institution, banks, his/her/their employers or such other institution and further irrespective of the fact that the said loans are under

process and sanction awaited and/or is rejected. The Purchaser/s/Allottee/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s/Allottee/s has/have applied for loan to such financial institution, banks, his/her/their employers or such other institutions and the same are under process of disbursement or that the said loan application of the Purchaser/s/Allottee/s is/are rejected.

15. (a) The Developers have agreed to permit the Purchaser/s/Allottee/s to use _____ mechanical / stilt / basement/open car park space.

(b) Earmarking of specific car parking space will be done at the time of giving possession of the said Flat and the Purchaser/s/Allottee/s shall not have any objection to the same. Each allotted car parking space will entitle the Purchaser/s/Allottee/s the right to park only one vehicle. In case of transfer of the said Flat, the right to use car parking space shall be automatically transferred along with the said Flat. The right to use car parking space under no circumstances is separately transferable.

(c) This right to use car parking space shall not confer upon the Purchaser/s/Allottee/s any right of ownership of the space on which such parking facility is provided. Un-earmarked car parking space, if any, shall continue to belong and remain in possession of the Developers. It shall be the discretion of the Developers to earmark these un-earmarked car parking spaces as it may decide, at its sole discretion.

(d) The Purchaser/s/Allottee/s agree/s that car parking space would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. The car parking right shall be an integral part of the said Flat and it cannot be detached from the said Flat.

(e) The Purchaser/s/Allottee/s shall not be entitled to sell / deal with the said car parking/s independent of the said Flat and it shall stand automatically transferred along with the transfer of the said Flat. All articles and clauses of this Agreement and Deed of

Transfer/Sale Deed, when executed pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the car parking/s, wherever applicable. The Purchaser/s/Allottee/s agrees that all such reserved car parking spaces allotted to all occupants shall not form part of common areas of the said Building.

16. The Developers shall provide the amenities and specifications in the said New Building and in the said Flat as per the list of amenities and specification annexed hereto and marked as **Annexure "XI"**.

17. It is expressly agreed that the Purchaser/s/Allottee/s shall be entitled to the common areas and facilities along with the said Flat and the extent, nature and description of such common areas and facilities appurtenant to the said Flat agreed to be sold is as listed in the **Third Schedule** hereunder written.

18. The Developers do hereby agree and undertake that they are constructing the New Building as per the Building plans sanctioned/approved by MCGM. The Purchaser/s/Allottee/s confirm/s that he/she/they has/have taken inspection of the original sanctioned plan of IOD, CC and that the copies annexed hereto are the true copies of the said Original IOD and CC inspected and perused by the Purchaser/s/Allottee/s.

19. The Developers do hereby agree and undertake to observe, perform and comply with all the terms, conditions, stipulations, which have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before offering possession of the Flat to the Purchaser/s/Allottee/s, obtain from the MCGM Occupation Certificate (**OC**) in respect of the New Building.

21. The Purchaser/s/Allottee/s do/doth hereby agree/s to be bound by all the covenants, agreements, reservations and obligations and/or terms and conditions as far as they are to be observed by the Developers, specified and contained in all the Agreements/documents recited herein made between the said Society and Developers and/or any undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or

Central Government, as if, the Purchaser/s/Allottee/s has/have himself/herself/ themselves undertaken to perform the same

23. The Developers do hereby declare that the Floor Space Index available as on date in respect of the project land is …… square meters only and Developers have planned to utilize Floor Space Index of…….. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developers have disclosed the Floor Space Index of …… as proposed to be utilized by them on the project land in the Project and Purchaser/s/Allottee/s has/have agreed to purchase the said Flat based on the proposed construction and sale of apartments/units/flats to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only.

24. Notwithstanding anything to the contrary contained herein, in the event anytime hereafter the Developers become entitled to utilize additional F.S.I, and/or to construct additional construction on and above the common terrace of the New Building by reason of increase in the index or by procuring Transferable Development Rights (i.e. "T.D.R.") or otherwise, then the Developers shall be entitled to do so by utilizing the full or any part of the common terrace or otherwise and to deal with or dispose of such additional construction as full and absolute owner thereof in such manner as the Developers may deem appropriate, without any obstruction, interference or objection either directly or indirectly from the Purchaser/s/Allottee/s or his/her/their Transferee/s and without being required to procure any acquiescence or consent from the Purchaser/s/Allottee/s or his/her/their Transferee/s and this clause shall forever operate as the unconditional no-objection by the Purchaser/s/Allottee/s, Purchaser/s/Allottee/s or his/her/their Transferees. It is expressly agreed between the Developers and the Purchaser/s/Allottee/s that such additional construction shall be dealt with by the Developers and the Society as set-out in the Development Agreement. The Developers only shall be entitled to carry out construction above Top floor, at all reasonable times PROVIDED HOWEVER that notwithstanding any of the provisions herein contained, it is expressly agreed by and between the parties

hereto that the Purchaser/s/Allottee/s or his/her/their heirs, executors, administrators or his/her/their successors in title, nominees, assigns and transferees will not object to the Developers carrying out any further additional construction above Top floor which will not hinder, hamper, obstruct or in any manner prejudicially affect, view, air, light ventilation and exclusive and unhindered, unfettered and absolute use, enjoyment and possession of the said Flat by the Purchaser/s/Allottee/s.

25. It is expressly agreed between the Developers and the Purchaser/s/Allottee/s that the said Flat shall be utilized for Residential purposes and parking spaces shall be used only for parking vehicle belonging to the Purchaser/s/Allottee/s and for no other purpose or purposes whatsoever. The Purchaser/s/Allottee/s do/doth hereby agreed not to change the user of the said Flatwithout prior consent in writing of the Developers/said Society, which the Developers/said Society will be entitled to refuse, if they so desire.

26. The Purchaser/s/Allottee/s confirm/s having inspected the original title certificate copy whereof is annexed hereto as **Annexure "V"**and further confirm/s that the copy annexed hereto is the true copy of the Original title Certificate inspected by the Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s accept the title of the Society to the Property and the right of the Developers to develop the Property and sell the flats comprises in the Developers Entitlement/ Allocation, and the Purchaser/s/Allottee/s do/doth hereby agree/s not to raise any further or other requisitions or objections to the title of the Society in respect of the Property more particularly described in the Second Schedule hereunder written and/or the title of the Developers to develop the same.

27. It is expressly agreed that the possession, as provided herein, of the said Flat will be offered by the Developers to the Purchaser/s/Allottee/s on or before _____(the **"Possession Date"**] after procuring full OC from MCGM **PROVIDED HOWEVER** the Developers have received the full purchase price of the said Flat and the other amounts payable by the Purchaser/s/Allottee/s under these presents **PROVIDED HOWEVER** the Developers shall be entitled to reasonable extension of time for giving possession of the said Flat on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion or Act of God; and (ii) any notice, order, rule, notification of the government and/or other public or

competent authority/court. The Developers agree that if, for the reason other than stated hereinabove they are unable to give possession of the said Flat by the date stipulated hereinabove, the Purchaser/s/Allottee/s shall have an option to terminate this Agreement. In the event if, the Purchaser/s/Allottee/s desire to exercise his/her/their option of termination, the Developers shall be liable, on demand by the Purchaser/s/Allottee/s, to refund to the Purchaser/s/Allottee/s the amounts already received by them in respect of the said Flat/ with interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate")from the date the Developers shall have received the respective sum till amount and interest thereon is repaid and till the said amount is refunded to the Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s shall have charge on the said Flat. It is agreed that upon refund of the said amount, as stated hereinabove, the Purchaser/s/Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers or against the said Flator against the Property and the Developers shall be entitled to deal with and/or dispose of the said Flat to any person or persons as the Developers, may at their absolute discretion, deem fit and proper.

28. If the Developers are not able to offer possession of the said Flat/Car Parking Space to the Purchaser/s/Allottee/s on account of any reasonable cause or circumstances beyond their control, the Purchaser/s/Allottee/s shall not be entitled to any damage whatsoever but they shall be entitled to remedies available under the Act.

29. The Purchaser/s/Allottee/s shall take possession of the said Flat within 15 (fifteen) days of the Developers giving written notice to the Purchaser/s/Allottee/s intimating that they have obtained OC from MCGM andthe said Flat of New Building is ready for use and occupation. Before taking the possession of the said Flat, the Developers shall sign and/or execute and/or cause to be signed and/or executed all writings and papers as may be reasonably required by the Purchaser/s/Allottee/s including possession letter, letter to Reliance Infrastructure Ltd /Tata Power Ltd. and other papers necessary or expedient for becoming Member/s of the Society and the Purchaser/s/Allottee/s shall pay entire consideration and all other amounts due and payable by him/her/them under these presents. Under no circumstances the Purchaser/s/Allottee/s shall be entitled to take possession of the said Flat unless

and until all the payments required to be made under this Agreement by the Purchaser/s/Allottee/s has/have been made to the Developers and other obligations and terms and conditions agreed by the Purchaser/s/Allottee/s and mentioned in this Agreement are carried out and/or complied with fully by the Purchaser/s/Allottee/s.

30. Upon the Purchaser/s/Allottee/s taking possession of the said Flat, he/she/they shall have no claim against the Developers as regard the quality of the New Building material used for construction of the New Building or the nature of the construction or otherwise howsoever **PROVIDED HOWEVER,**If within a period of 5 (five) years, from the date of handing over or offering possession of the said Flat to the Purchaser/s/Allottee/s, if the Purchaser/s/Allottee/s bring to the notice of the Developer's any structural defect in the said Flat or the building in which the said Flat are situated or any defects on account of workmanship, quality or provision of service (usual wear & tear expected), (Act of god or force majeure and contributing negligence excepted) then wherever possible such defects, shall be rectified by Developers at their own cost and in case it is not possible to rectify such defects then the Purchaser's/Allottee's shall be entitled to receive from the Developers reasonable compensation for such defect provided further if, such defect in the said Building, Flat on due to negligent and/or due to act of omission or commission on the part of any of the Purchaser/s/Allottee/s of the said Building including the Purchaser/s/Allottee/s herein in that event the Developers shall not be liable for the same.

31. It is agreed by and between the Developers and the Purchaser/s/Allottee/s that commencing a week after the notice in writing is given by the Developers to the Purchaser/s/Allottee/s that the said Flat is ready for use and occupation the Purchaser/s/Allottee/s shall be liable to take possession of the said Flat and pay proportionate share (i.e. in proportion to the floor area of the said Flat) all outgoing in respect of the said Flat and the said New Building including local taxes and cesses, rates and other charges, betterment charges, service tax and all other levies by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Bill collector's charges, chowkidar and sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration management and maintenance of the said Flat.

32. The Purchaser/s/Allottee/s do/doth hereby agree/s that in the event any amount by way of premium or security deposit or betterment charges or development charges or tax or security deposit, for the purpose of giving water connection, drainage connection and electricity connection or any other tax including service taxes or payment of a similar nature is payable to the MCGM or to the State Government and/or any other Concerned Authorities the same shall be paid by the Purchaser/s/Allottee/s to the Developers in proportion to the area of the said Flat and in determining such amount it shall be the discretion of the Developers and the same shall be conclusive and binding upon the Purchaser/s/Allottee/s.

33. The Purchaser/s/Allottee/s shall on or before taking possession of the said Flat, the Purchaser/s/Allottee/s shall deposit with the Developers the following amounts:

a) Rs._____/- (Rupees _____ Only) fees towards admitting him/her/them as member/s and for share money of the said Society (non-refundable);

b) Rs. _____/- (Rupees _____ Only) by way of reimbursement of expenses incurred by the Developers towards Security Deposits for obtaining the water connection, electricity connection, telephone and cable facility infrastructural facilities, or any other tax or charges or fees or payment of a similar nature becoming payable by the Developers after or upon the sanction of the plans or levied with retrospective effect;

c) Rs._____/- (Rupees _____Only) towards legal expenses and charges for preparation of documents (non-refundable).

d) Rs. _____ towards sinking fund, corpus

e) Rs._____/- towards development and betterment charges (non-refundable)

35. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Flat or of the Plot and New Building or any part thereof. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/them

and all open spaces,un-allotted parking spaces, will remain the property of the Developers until the same are sold by the Developers.

36. The transactions covered under this agreement by reason of any amendment to the constitution or enactment or amendment of any other law, Central Government or State Government, or Local Body/Authorities or any other levy imposed by the Government under any statute or law is held to be liable to tax as a sale or otherwise, whether as wholly or in part and any inputs or materials or equipments under or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s/Allottee/s along with other Purchaser/s/Allottee/s on demand at any time.

37. The Purchaser/s/Allottee/s further agree/s that in addition to the amount stated in clause ___ hereinabove, till the Purchaser/s/Allottee/s share is/are so determined the Purchaser/s/Allottee/s shall pay to the Developers a sum of Rs._____/- (Rupees _____only) towards 12 (Twelve) months advance maintenance charges for building water meter, electric meter, sewerline, Municipal and other taxes such as water charges bills, electrical charges bills, cesses, land and revenue, NA tax etc. assessed on said New Building. The Purchaser/s/Allottee/s undertake/s to continue to pay such provisional contribution charges regularly and on expiry of every 12 (Twelve) months in advance and shall not withhold the same for any reason whatsoever. Till the said Society accept him/her/them as/a member/s of the Society and accept the maintenance directly from the Purchaser/s/Allottee/s in proportion to an area of the Flat/ Shop and the Purchaser/s/Allottee/s on demand shall be liable to pay such amount to the Developers in respect of the Property.However, the taxes in respect of the unsold premises shall be borne and paid by the Developers. The Developers will also be entitled to refund of the Municipal Taxes and water taxes on account of the vacancy of the said Flat.

38. The Developers hereby agree that they shall cause the Society to admit the Purchaser/s/Allottee/s herein as member/s and issue Share Certificate in his/her/their names for _____ fully paid up shares of Rs._____/- (Rupees _____Only) each.

39. Upon Developers obtaining OC from MCGM in respect of the New Building and upon all the Purchaser/s/Allottee/s is/are put in possession, the

Developers shall handover the charge of the New Building to the Society and thereupon the Purchaser/s/Allottee/s shall be liable to pay the maintenance charges and outgoings to the Society as per the bills as may be raised by the Society.

40. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS:-**

The Developers do hereby represent and warrant to the Purchaser/s/Allottee/s as follows:

i. The Developers have acquired development rights in respect of the Property from the Society and as such entitled to develop the Property;

ii, The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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

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

vii. The Developers have not entered into any memorandum of Understanding, agreement for sale or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s/Allottee/s under this Agreement;

viii. The Developers confirm that the Developers not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s/Allottee/s in the manner contemplated in this Agreement;

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

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

41. The Purchaser/s/Allottee/s himself/herself/themselves with an intention to bind all in whosoever hand the Flat may come, including any successors-in-title of the Purchaser/s/Allottee/s do/doth hereby covenant/s with the Developers as follows:

a) To become Member/s of the Society and for that purpose sign all the necessary documents as may be required by the Developers/Society and to pay maintenance and all other charges from time to time, as may be determined, by the Developers/ Society, without committing any default therein;

b) To maintain the Flat at Purchaser/s/Allottee/s own costs in good tenantable repair and condition from the date of offering possession of the Flat and not to do or suffer to be done anything, in or to the New Building in which the Flat is situated which is against the Rules, Regulations or Bye-laws of the concerned local

authority and/or the Society, nor shall change / alter or make addition in or to the Flat or part thereof without the prior written consent of the Developers/ Society;

c) Not to store in the Flat, any goods which are of hazardous or combustible nature or are so heavy, as to damage the construction or structure of the New Building in which the Flat is situated or storing of such goods, is objected by the concerned Local or other Authorities and shall not carry or cause to be carried, heavy packages or furniture along the staircase, common passage or any other structure, in the New Building including entrance of the New Building and in case any damage is caused to the New Building or to the Flat, the Purchaser/s/Allottee/s shall be liable for consequences thereof;

d) Not to hang clothes, garments or any other thing for drying or for any other purpose from windows, balcony/balconies or terrace(s) of or appurtenant to the Flat or on any side of the New Building or above the parapet or railing level within the Flat and will not put any plants/pots/flower pots or other such things that require watering so as to avoid water seepage that causes deterioration of walls and colour;

e) To carry out at his/her/their own cost all internal repairs to the said Flat and to maintain the aid Flat in the same good condition, state and order, in which it would be delivered by the Developers. The Purchaser/s/Allottee/s shall not do or suffer to be done anything in or to the Flat, which may be contrary, to the Rules and Regulations and bye-laws of the concerned local authorities;

f) Not to demolish or cause to be demolished any column and/or beam and/or floorin the said New Building and/or the said Flat or part thereof, nor at any time make cause to be made any structural changes whatsoever nature to the New Building and/or said Flat or any part thereof, nor at any time make or cause to be made, any additions or alterations, in the elevation/arcade and outside colour scheme of the New Building and shall keep the sewers, drains and pipes in the New Building and appurtenances thereof, in good tenantable repair and conditions and in particular, to support, shelter and protect other part of the New Building and shall not damage column, beams, walls, or RCC

pardis or other structural members in the said Flat including the said New Building without the prior written permission of the Developers/ Society, as the case may be;

g) Not to shift windows of the said Flat and/or carry out any changes in the said Flat so as to increase the area of the said Flat and/or put any grill which would affect the elevation of the said New Building and/or carryout any unauthorized construction in the said Flat. In the event if, any such change is carried out by the Purchaser/s/Allottee/s he/she/they shall remove the same within 24 (Twenty Four) hours from receipt of notice in that regard from the Developers. In the event if, the Purchaser/s/Allottee/s fail/s to remove the same within the period of 24 (Twenty Four) hours, then the Developers shall be entitled to enter upon the said Flat and remove such unauthorized construction and the Purchaser/s/Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers;

h) To pay to the Developers within 7 (seven) days of demand by the Developers their share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the New Building in which the said Flat is situated;

i) Not to do or permit to be done any act or thing which may render void or voidable any insurance Policy of the said New Building or any part thereof or whereby any increased premium, shall become payable, in respect of the New Building;

j) Not to throw any dirt, rubbish, garbage, or permit the same to be thrown, from the Flat, in the compound or any portion of the New Building and/or the Property;

k) Pay to the Developers within 15 (fifteen) days of demand by the Developers, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the said Flat is situated;

l) To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any, which are imposed or

which may be imposed in future by the concerned Local Authorities and/or Government and or other Public Authorities;

m) The Purchaser/s/Allottee/s shall not let, sub-let, transfer, assign or part with the interest in the Flat or benefit of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s/Allottee/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s/Allottee/s is/are not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s/Allottee/s has/have first obtained consent in writing of the Developers/ Society;

n) The Purchaser/s/Allottee/s shall use the Flat or any part thereof or permit the same to be used only for residential purpose and/or such other purpose as may be authorized by the said Society in writing and as may be permissible in law and/or by MCGM and/or other Concerned Authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said New Building and/or the owners and occupiers of the neighboring property or properties. The Purchaser/s/Allottee/s shall use parking space only for purpose of keeping or parking Purchaser/s/Allottee/s own vehicles and for no other purpose whatsoever;

o) The Purchaser/s/Allottee/s shall observe and perform all the rules and regulations and bye-laws of the said Society and any addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the premises therein and for the observance and performance of the rules, regulations and bye-laws of the said Society for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society or regarding the occupation and use of the Flat in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

p) The Purchaser/s/Allottee/s shall not cover the area of the flowerbed with debris, blocks, tiles or any such material and shall

not conceal the pipes passing through the portion of the flower-bed and also shall not cover chajja and ducts of the buildings and shall not put any flower pots etc. encroaching the flowerbeds, chajja and ducts and shall not do any such filling which would lead to excess load on the slab of the flower-bed portion which is adjoining the living room;

q) The Purchaser/s/Allottee/s will be entitled to carry out repairs, renovation and alterations in the said Flat at his/her/their own costs and expenses, and in such manner as he/she/they may deem fit and proper **PROVIDED HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Developers and MCGM and all other Concerned Authorities and the Society, if required; **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Flat nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the New Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of MCGM or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said New Building **NOTWITHSTANDING** anything to the contrary contained herein, the Purchaser/s/Allottee/s do/doth hereby agree/s and undertake/s not to change or alter the location ofany of the bathrooms/toiletsin the said Flat. The Purchaser/s/Allottee/s shall not break/repair the toilets, bathroom balcony area, flowerbed and the planter area provided in the said Flat. In case, the Purchaser/s/Allottee/s desire/s to renovate the toilets, bathrooms and balcony area, the Purchaser/s/Allottee/s with prior written permission of the Developers/Society and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Flat below him/her/them due to leakage from his/her/their toilets/bathroom/ balconies. In case

of any leakage from the said Flat to Flat below the Purchaser/s/Allottee/s shall be totally responsible to rectify the same and bear all the costs for the same. The Purchaser/s/Allottee/s do/doth hereby indemnify shall and keep indemnified the Developers and the Society at all times against all actions, claims and demands of whatsoever nature taken or made by the MCGM and/or by the State Government and/or by any other authority and/or by the Society in respect of the Flat or the New Building as a whole or by reason or as a result of anything done by the Purchaser/s/Allottee/s in or with regard to the Flat or the said New Building or any part thereof;

r) The Purchaser/s/Allottee/s shall be entitled to use the lifts in the said New Building **PROVIDED HOWEVER** all the persons using the lifts shall do so at their own risk. The Purchaser/s/Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s/Allottee/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the said New Building on the said Property;

s) The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the said New Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s/Allottee/s shall not use or permit use of common passage, ducts, refuge areas, open spaces, lobbies and staircases in the New Building for storage or for use by servants at any time.

42. The Purchaser/s/Allottee/s do/doth hereby expressly agree/s and covenant/s with the Developers that in the event of entire New Building is not ready for occupation and in the event of the Developers offering possession of the said Flat to the Purchaser/s/Allottee/s or handing over possession of the said Flat earlier than completing the construction then the Developers shall have the right to complete the construction of balance construction without any interference or objection by the Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s further confirm/s that he/she/they shall not object or dispute for carrying out balance construction work by the Developers or their assigns on the ground of nuisance, annoyance or any other ground or reason

whatsoever and the Developers shall be entitled to either transfer or construct and complete the said New Building on the said Property through any nominee as they may desire in their absolute discretion without any interferences or objection by the Purchaser/s/Allottee/s.

43. After the Developers executes this Agreement they shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/Allottee/s who has taken or agreed to take such Flat.

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

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

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

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

48. Wherever in this Agreement it is stipulated that the Purchaser/s/Allottee/s to make any payment, in common with other

Purchaser/s/Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat/shop to the total carpet area of all the Flats in the Project.

49. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

50. Forwarding this Agreement to the Purchaser/s/Allottee/s by the Developers does not create a building obligation on the part of the Developers or the Purchaser/s/Allottee/s until, firstly, the Purchaser/s/Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s/Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers. If the Purchaser/s/Allottee/s fails to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its receipt by the Developers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser/s/Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s/Allottee/s, application of the Purchaser/s/Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/s/Allottee/s without any interest or compensation whatsoever.

51. It is an express condition of this Agreement that, the Developers shall be entitled to allot any unallotted car parking spaces out of their allocation to any person of their choice and all such Agreements which may be entered into by the Developers with the persons/parties who agree to get parking space/s allotted as aforesaid shall be binding on the other Purchaser/s/Allottee/s of the Flat in the said New Building including the Purchaser/s/Allottee/s and Purchaser/s/Allottee/s shall not be entitled to and hereby agree/s not to raise

any objection and Purchaser/s/Allottee/s shall do and execute all such deeds, matters and things as may be required by the Developers in that behalf.

52. The Purchaser/s/Allottee/s and persons to whom the Flat is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Developers or the said Society may required for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the Flator existing members of the Society in the said New Building being constructed on the said Plot.

53. It is mutually agreed between the parties hereto that till all the amounts payable by the Purchaser/s/Allottee/s to the Developers and/or to the said Society are paid and until all the obligations required to be performed by the Purchaser/s/Allottee/s is/are complied with, nothing contained in this Agreement is intended to be nor shall be construed as sell and transfer in law in respect of the said Flat. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and the Purchaser/s/Allottee/s shall have no claim in respect of open spaces, parking spaces, lobbies, staircases, common terrace, basement, recreation spaces etc. which will remain the Property of the Developers/Society.

54. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to unsold premises in the said New Building and Purchaser/s/Allottee/s shall have no right to object the same.

55. The Developers shall have first and exclusive charge on the said Flat and all the rights and benefits of the Purchaser/s/Allottee/s under this Agreement and/or in respect of the said Flat for all the amounts payable by the Purchaser/s/Allottee/s to the Developers under this Agreement.

56. Nothing contained in these presents shall be construed to confer upon the Purchasers any right, title or interest of any kind whatsoever in, to or over the said Property, said New Building and the said Flat or any part thereof. Such conferment shall take place only upon the said Society admits the Purchaser/s/Allottee/s herein as its member/s.

57. The Purchaser/s/Allottee/s shall at no time demand partition of his/her/their interest in the said New Building and/or in the said Property. It is hereby agreed and declared by the Purchaser/s/Allottee/s that his/her/their such interest in the said Flat is impartible.

58. The New Building to be constructed on the Plot shall always be known as "_____" and the Society shall be known as "_____Co-operative Housing Society Ltd."

59. Any delay or indulgences shown by the Developers in enforcing terms of this Agreement or any forbearance given or relaxing the payment schedule or of any installments thereof by the Developers shall not be construed as a waiver of any rights, on the part of the Developers.

60. The Purchaser/s/Allottee/s on becoming a member of the said Society shall abide by all the rules, regulations and bye-laws adopted by the said Society and amendments thereto from time to time including payment of maintenance bills and other individual charges as per the bills as may be raised by the said Society.

61. The Developers shall not be responsible or liable for any consequences arising out of any change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.

62. All Notices to be served on the Purchaser/s/Allottee/s as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Purchaser/s/Allottee/s by Registered Post / A.D. / Under Certificate of Posting at their address specified below:-

Name: _____

Address: _____
_____
_____

63. This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the said Act and rules made thereunder being re-enactment of MOFA and/or any other provisions of Law Applicable, thereto.

64. The Developers and Purchasers are assessed to the Income Tax and the PAN Nos. of the Developers and the Purchasers are as under:

SR No.	Name	PAN
1.	**Alliance City Developers Realtors Pvt.Ltd**	
2.	**Purchaser/Allotee**	

65. The Purchaser/s/Allottee/s shall at his/her/their own costs and expenses including the payment of Stamp Duty and Registration charges, get this Agreement registered with the office of Sub-Registrar of Assurances at _____within the time limit prescribed by law.

66. It is mutually agreed between the parties hereto, that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s/Allottee/s of other flat/Premises in the said New Building and the Developers in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said Flat or as the rights liabilities or the duties of the parties hereunder the same shall be subject to jurisdiction of courts in Mumbai.

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

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

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

FIRST SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE OLD PROPERTY)

ALL THAT piece and parcel of Plot of land admeasuring 1342.20 sq. meters bearing Plot D and City Survey No. 135, Hissa No.2, Survey No. 171 in the revenue village of Nahur Taluka (Kurla), within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban and bearing CTS Nos. 551/6 situate at Amar Deep, Pandit M. M. Malaviya Road, Mulund (West), Mumbai 400 080 (the **"Plot"**) together with the building standing thereon consisting of 2 wings known as "Amar Deep" and consisting of ground plus 3upper floors assessed to municipal taxes under 'T' ward no (i) No. 3575 (126 ED), Nahur Village, Mumbai- 400 080and bounded as follows:-

On or towards East: by the

On or towards West: by

On or towards North: by

On or towards South: by

SECOND SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE PROPERTY)

ALL THAT piece and parcel of Plot of land admeasuring 1342.20 sq. meters bearing Plot D and City Survey No. 135, Hissa No.2, Survey No. 171 in the revenue village of Nahur Taluka (Kurla), within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban and bearing CTS Nos. 551/6 situate at Pandit M. M. Malaviya Road, Mulund (West), Mumbai 400 080 (the **"Plot"**) together with the building standing thereon consisting of 2 wings known as "Amar Saujanya " and consisting of ground plus ___ upper floors and bounded as follows:-

On or towards East: by the

On or towards West: by

On or towards North: by

On or towards South: by

THIRD SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE PREMISES)

A Residential Flat bearing No. _____ admeasuring in aggregate ____ sq. ft. Carpet up area as per RERA and _____ sq. ft., carpet area as per MCGM on the ___ floor of the building known as "_____" constructed on the Property more particularly described in the Second Schedule hereinabove written.

FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON AMENITIES AND FACILITIES)

Common area and facilities proportionate are of immediate landing area abutting the main door after the landing on the said floor.
Pro- rata right along with all Purchaser/s/Allottee/s of the said Flat in the said Property in limited common areas i.e. to say:

Common passages,
Refuge Area
Entrance Lobby
Lifts
Landing, mid-landing and staircase
Under Ground and Overhead water tank(s)
Common plumbing line, sewerage line and drainage line.
Meter Room,
Basement
Servant's toilets
Common terrace above Top Floor.
Society Office, Fitness Centre,
Water line .

COMMON SEAL by the withinnamed **"DEVELOPERS"**)
ALLIANCE CITY DEVELOPERS)
REALTORS PVT.LTD)
is hereunto affixed, pursuant to the Resolution passed)

by the Board of Directors in the meeting held on _____,)
,in presence of his Director,)
Anand Modi who in token thereof, has put his hand)
to these presents _____)
In the presence of:)

Witnesses:

1.

2.

SIGNED SEALED AND DELIVERED)
by the withinnamed "**PURCHASER/S/ALLOTTEE/S**")
_____)
_____)
In the presence of :)

Witnesses:

1.

2.

RECEIPT

RECEIVED from the within named)
Purchaser/s/Allottee/s, a sum of Rs._____/-)
(Rupees _____ only))
By Cheque No._____ dated _____)
drawn on _____)
being the earnest money within)
mentioned paid by him/her/them to us.) Rs. _____/-

WE SAY RECEIVED;

FOR ALLIANCE CITY DEVELOPERS REALTORS PVT.LTD

DEVELOPERS

****

DATED THIS _____DAY OF _____, 2020

BETWEEN

ALLIANCE CITY DEVELOPERS REALTORS PVT.LTD.

...DEVELOPERS

A N D

_____

…**PURCHASER/S/**

ALLOTTEE/S

AGREEMENT FOR SALE