

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai on this ____ day of _____, 2023 between **M/S. PADMAVATI DEVELOPERS** a Partnership firm duly registered under the provisions of Indian Partnership Act, 1932 and having its office at 706B, Gemini, Jankalyan Nagar, Malad (West), Mumbai- 400 095, holding P.A. No. ABBFP7911M, represented by its Partner SHRI. GIRISH RAMNATH KOLTHARKAR hereinafter called **“the DEVELOPERS/PROMOTERS/VENDORS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present partner/s, their executors, administrators and assigns) of the **ONE PART;**

AND

_____, adult/s,
Indian Inhabitants, having address at _____, hereinafter referred to as **“THE ALLOTTEE/S/INVESTOR/S/PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include his/her/their respective heirs, legal representatives, successors, administrators and executors and/or assigns) of **THE OTHER PART:**

WHEREAS:

- a) Various Flat Purchasers of “Bharati Building” have duly formed and registered a co-operative housing society under the name and style of ‘Bharti Co-operative Housing Society Limited’ under the provisions of The Maharashtra Co-operative Societies Act, 1960 under Serial No. MUM/WR/HSG/TC/14601/2009-10/YEAR 09, being lying and situated at plot bearing Survey No. 276, Hissa No. 1 and Survey No. 277, Hissa No. 1, Plot No. 14A, corresponding

C.T.S. No. 738/A admeasuring 264.10 sq. mts. out of which 45.00 sq. mts. is gone under road set back taken by M.C.G.M. authorities as per order dated 21st April, 1997, bearing C.T.S. No. 738/B, thus C.T.S. No. 738/A admeasuring 219.10 sq. mts. 738/A/1 admeasuring 26.50 sq. mts., 738/A/2 admeasuring about 33.00 sq. mtrs., and 738/A/3 admeasuring about 40.10 sq. mtrs., in total aggregating to 318.70 sq. mts. (hereinafter referred to as the said property);

- b) The said Society in the year 2016 filed an Application being Application No. 75 of 2016 before the Competent Authority, the District Deputy Registrar of Co-operative Societies, Mumbai City - 4 under Section 11 (3) of The Maharashtra Ownership of Flats Act, 1963 for issuance of Certificate of Entitlement in favour of the said Society to have an Unilateral Deemed Conveyance and to get is executed and registered in favour of the said Society in respect of the said Property;
- c) The Competent Authority after carefully scrutinizing the said Application issued notices to the concerned / interested parties and after hearing, it was pleased that an Order Cum Certificate bearing for Deemed Conveyance be issued in favour of the Society and Order bearing No. DDR-4/Mum/Deemed Conveyance/Bharati CHS Ltd./3555-2016 dated 31.12.2016 was passed thereby certifying that the said Society is entitled to get the Unilateral Conveyance of the said Property along with the structure/building

standing thereon with further directed to get it registered;

- d) Subsequently, the Society got the said unilateral Deemed Conveyance executed and registered before the sub Registrar Assurance at Borivali under Sr. No. BRL-5-712-2023 on 10th January, 2023. Pursuant to the said order, the said society became the Owner of the said property along with the structure/building standing thereon. However, till date the name of the said society, Bharati Co-operative Housing Society Limited is not recorded on property Registered card under caption "Holder of the Property";
- e) Pursuant to the aforesaid Deemed Conveyance, the Society became absolutely seized and possession of or otherwise well and sufficiently entitled to a plot bearing Survey No. 276, Hissa No. 1 & Survey No. 277, Hissa No. 1 being Plot No. 14A corresponding to City Survey No. 738/A admeasuring 264.1 Sq. Mtrs., 738/A/1 admeasuring 26.5 Sq. Mtrs., 738/A/2 admeasuring 33 sq. mtrs., 738/A/3 admeasuring 40.10 Sq. Mtrs., 738/B admeasuring 219.10 in total aggregating to 318.70 Sq. Mtrs. of Village – Dahisar, Taluka – Borivali, District – Mumbai Suburban District, hereinafter referred to as **"THE SAID PROPERTY"** for the sake of brevity and convenience, which is more particularly described in the First Schedule appended hereunder and delineated on the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary line;

- f) In this circumstances, the members of the said Society decided to carry out the redevelopment of the said society and unanimously passed resolution in its Special General Body Meeting held on 11.03.2018 decided to carry out the redevelopment of the said property along with the society building by appointing the Developers, as the members of the said society lack expertise knowledge and finance required for the self redevelopment;
- g) The said society vide a letter dated 10th November, 2022 has agreed and accepted the proposal of Transfer of Development rights to M/s. Padmavati Developers and allowed them to carry out and complete the redevelopment of the said property on certain terms and conditions. After scrutiny and verification of the title deeds of the said society, M/s. Padmavati Developers have also agreed and accepted to carry on and complete the redevelopment project of said property upon certain terms and conditions, which are as recorded hereinafter;
- h) Vide an appointment letter dated 10.11.2022, the society has appointed M/s. Padmavati Developers as “the Developer” in respect of said redevelopment of the said society;
- i) Vide board resolution passed in the Board meeting of the Partners M/s. Padmavati Developers held on 6th December, 2022, it is resolved that M/s. Padmavati Developers shall execute the development agreement with the said society, in the same meeting,

it was also resolved in the said meeting that Shri. GIRISH RAMNATH KOLTHARKAR, being one of the Partner was authorized to sign and execute the said Development Agreement and appear before the Sub Registrar Assurance Office, Borivali to execute and registered the development agreement with society;

- j) By a registered Development Agreement and Power of Attorney both 12th January, 2023 duly registered with Sub-Registrar of Assurance, Andheri Taluka, Borivali- 6, under Sr. Nos. BRL-6/897/2023 & BRL-6/898/2023 respectively, executed by and between the Society, the Developers and the Society through its member herein, the Society has granted to the Developers herein, development rights in respect of the said Property for consideration and on the terms and conditions as recorded in the said development Agreement. Copies of the Index II of the said Development Agreement is annexed hereto and marked as **Annexures “A” (Colly.)**;

- k) As per the terms of the said Development Agreement, the Developers are authorised to develop the said property and provide the members with new flats on ownership basis as and by way of Permanent Alternate Accommodation free of costs and on other terms and conditions as mentioned therein;
- l) The Developers/Promoters/Vendors have appointed Nirmeeti Creation, Architects registered with the Council or Architects as

Architect for the development/redevelopment of the said property;

- m) The Developers/Promoters/Vendors have appointed M/s. SS Cons, as structural Engineer/s for the preparation of the structural design and drawings of the buildings and the Owners have accepted the professional supervision of the Architect and the structural Engineer till the completion of the building;
- n) The Society has appointed Smt. Hemangi D. Pathare, Advocates as legal advisor of the Developers/Promoters/Vendors for all kinds of agreement drafting / Vetting, ascertaining the title and representing the Owners and Developers/Promoters/Vendors before various authorities. The Smt. Hemangi D. Pathare, Advocate/s has/have verified the title in respect of the said property and sought the issuance of a clear and marketable Title Report free from all encumbrances vide Report dated _____. A copy of the Title Report dated _____ is annexed hereto as **Annexure “_____”**;
- o) The Developers/Promoters/Vendors have agreed to construct and provide the new Flat on ownership basis, free of costs to each of the existing Members in the proposed building to be constructed on the said property therein as set out in **Annexure “_____”** hereto without imposing financial obligations of whatsoever nature on the Members;
- p) On the application of the Developers/Promoters/Vendors, though it's Architect Nirmeeti Creation, Municipal Corporation of Greater Mumbai has issued an IOD bearing No. _____ dated

_____ for the purpose of construction of the proposed new building on the said property. A photo copy of the IOD is marked and annexed hereto as **Annexure “_____”**;

- q) The Developers/Promoters/Vendors have got approval from the concerned local authority the plans, specifications, elevations, sections and details of the said building/s. The Members hereby agree for revision and/or amendment of the plan without any reference or separate document/s of the Members in respect of the proposed new building, subject to the same not affecting his/her/their new Flat number, area, floor and location;
- r) While sanctioning the said plans the 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/Promoters/Vendors while developing the said property and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority;
- s) The Developers/Promoters/Vendors have already commenced the construction of building known as “Padmavati Aadesh” consists of ground + part stilt + 9 upper floors comprising of residential premises with 8 car parking spaces thereto (hereinafter referred to as the “New Building”) by utilizing the following the entire presently total area of the plot and permissible FSI of the said property;

- t) The Developers/Promoters/Vendors have registered the said project with The Real Estate Regulatory Authority, accordingly vide No. _____. A copy of the said Certificate is annexed hereto and marked as **Annexure “___”**;
- u) The Developers/Promoters/Vendors are required to provide to existing Members (total 10 number of members), new premises being on purely residential basis having an aggregate area admeasuring _____ **sq. ft. (RERA carpet area** and _____ **sq. ft. B.M.C. carpet area** inclusive of door jambs and fungible area) in lieu of the then existing area with the agreed amenities as set out in their individual Permanent Accommodation Agreements, on ownership basis and free of costs from and out of the total Development Potentiality available for construction and as approved by the concerned authorities;
- v) Having earmarked the new premises, the Developers/Promoters/Vendors are entitled to deal and dispose of the remaining constructed area in the form of Residential Premises and are authorized to allot and allow their Intending/Prospective Purchasers to the use of the Car Parking Space (i.e. Stilt + Open) as available to them;
- w) In lieu of the issuance of said I.O.D., the Members had/have vacated and handed over the quiet vacant, peaceful, actual, and physical possession of the said Existing premises in consideration and in lieu of the Developers/Promoters/Vendors providing him/her/them with the new premises to be constructed in the said

New Building as permanent alternative accommodation and other consideration in the manner and on the terms and conditions as hereinafter appearing and the said then existing Building was duly demolished;

- x) The then existing Building having been duly demolished, the competent authority having inspected the site and have issued Commencement Certificate bearing Ref. No. CHE/WSII/4403/R/N/337 (NEW)/FCC/1/NEW dated 08.06.2022. A copy of the Commencement Certificate is annexed hereto and marked as **Annexure “_____”**;
- y) The Allottee/s / Purchaser/s / Investor/s is/are desirous of purchasing a residential premises/Flat/commercial premises in the Real Estate Project as more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the “**said Premises**”) has/have approached the Promoters and requested to allot, sell and transfer to him/her/them the said Premises;
- z) The Allottee/s / Purchaser/s / Investor/s confirms to have examined:
- (i) A copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants;
 - (ii) All documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all

respects;

(iii) The Allottee/s / Purchaser/s / Investor/s has agreed to the development of the Real Estate Project (as defined herein);

(iv) The Disclosed Layout.

aa)The Developers/Promoters/Vendors have procured certain approvals from the concerned government authorities for development of the Real Estate Project, as has been disclosed under the Act on <https://maharera.mahaonline.gov.in> (hereinafter referred to as **“the MahaRERA Website”**) and shall obtain the balance approvals from the concerned authorities from time to time so as to carry out construction and obtain the Occupation Certificate in respect thereof;

bb)The Developers/Promoters/Vendors have presently engaged the services of the Architect and Structural Engineer details whereof are set out in the Maharera Website, for the preparation of the drawings and structural designs of the Real Estate Project and reserves right to change or replace them with any other Architect or Structural Engineer;

cc) The Developers/Promoters/Vendors have the right to sell the said Premises in the Real Estate Project to be constructed by the Promoters and to enter into this Agreement with the Allottee/s of the Premises and to receive the Sale Consideration and Other Charges in respect thereof;

dd)On demand from the Allottee/s / Purchaser/s / Investor/s, the Developers/Promoters/Vendors have given inspection to the

Allottee/s / Purchaser/s / Investor/s of all the documents of title relating to the redevelopment of the said property and the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the RERA and the Rules and Regulations framed thereunder, including but not limited to the following:

- (i) All the title deeds, documents, etc., referred to in this Agreement;
- (ii) All the title deeds and documents in relation to the Real Estate Project;
- (iii) All the approvals and sanctions of concerned authorities issued till date for the redevelopment of the said Property including the layout plan, building plan, floor plan and the commencement certificate of the said Real Estate Project constructed;
- (iv) The copy of the city survey plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE “_____”**;
- (v) Copy of the D.P. Remark for the said property dated _____ bearing No. _____. A photocopy of the D. P. Remark with the Plan is annexed hereto and marked as **ANNEXURE “_____”**;
- ee) The Allottees/Purchasers/Investors is/are offered the residential premises/Flat/commercial premises bearing No. _____ admeasuring about _____ sq. ft. RERA carpet area and _____

sq. ft. B.M.C. Carpet area on the ____ floor, (herein after referred to as the said “Flat/commercial premises”) in the ____ wing of the Building to be known as “Padmavati Aadesh” (herein after referred to as the said “Building”). A copy of the duly approved Building plans for the said Premises duly sanctioned by the competent authority is annexed hereto and marked as **ANNEXURE “____”**;

- ff) The RERA Carpet Area of the said Premises is _____ square feet and the B.M.C. carpet area of the said Premises is _____ sq. ft. and "**RERA CARPET AREA**" means includes the net usable floor area of the Premises, excluding the area covered by the external walls, areas under service shafts/service area, exclusive enclosed balcony/balcony, deck or verandah area and exclusive open terrace area, but includes the area covered by the internal portion walls (“walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or wall made from bricks or blocks or precast materials or drywalls or precast walls or columns or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall) of the said Premises. The Allottee/s / Purchaser/s / Investor/s has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas provided with certain common areas such as vehicle parking floors, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of Allottee/s / Purchaser/s / Investor/s;

gg) Prior to execution of this Agreement, the Allottee/s / Purchaser/s / Investor/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said premises, made enquiries thereon and is/are satisfied with respect to, **(i)** the title of the Promoters to the said property and said premises and undertaking of the redevelopment of the said property, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein and **(ii)** the entire Scheme **(iii)** the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s / Purchaser/s / Investor/s undertake (s) that he/she/it/they has/have verified and confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above-mentioned documents. The Allottee/s / Purchaser/s / Investor/s has taken inspection of the said documents to their satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to title of the said Property and the authority of the Promoters, to redevelop the same. The Allottee/s / Purchaser/s / Investor/s undertake(s) that he/she/it/they has/have taken the financial advice and confirm

that the Allottee/s / Purchaser/s / Investor/s has/have the financial capability to consummate the transaction;

hh) The Developers/Promoters/Vendors have agreed to sell to the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s has agreed to purchase from the Developers/Promoters/Vendors, the said Premises as set out in the **SECOND SCHEDULE** for the lumpsum consideration as mentioned hereunder ("**Sale Consideration**") hereunder written and upon the terms and conditions mentioned in this Agreement;

ii) The Developers/Promoters/Vendors alone have the sole and exclusive rights to sell, transfer, mortgage, etc. the flats/premises/commercial premises/car parking space or any other premises to be constructed by the Promoters on the said property and to enter into agreement/s with the Purchaser/s of the said flats/premises/commercial premises/car parking space, etc. and to receive the sale proceeds in respect thereof;

jj) Prior to the execution of these presents, the Allottee/s / Purchaser/s / Investor/s has/have paid to the Promoters a sum of **Rs. _____/- (Rupees _____ Only)** being the part payment of the sale consideration of the said Premises agreed to be sold by the Developers/Promoters/Vendors to the Allottee/s / Purchaser/s / Investor/s as advance payment or Application Fee (the payment and receipt whereof the Developers/Promoters/Vendors doth hereby admit and acknowledge the same and forever acquit, release and discharge

the Allottees / Purchasers / Investors) and the Allottee/s / Purchaser/s / Investor/s has agreed to pay to the Developers/Promoters/Vendors the balance of the sale consideration in the manner hereinafter appearing;

kk)U/s. 13 of the said Real Estate Regulation Act, 2016, the Promoters are required to execute a written Agreement for Sale of said Premises with the Allottee/s / Purchaser/s / Investor/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

ll) Under section 4 of the said Act, the Developers/Promoters/Vendors are required to execute a written Agreement for Sale of the said premises/Unit to the Allottee/s / Purchaser/s / Investor/s being in fact, these presents and it is also required that the said agreement be registered under The Registration Act, 1908 and which the Allottee/s / Purchaser/s / Investor/s have agreed to lodge for registration with the jurisdictional registering authority and inform the Promoters to enable them to admit the execution within statutory period mentioned under Sections 23 and 25 of the Registration Act,1908;

mm) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s / Purchaser/s / Investor/s hereby agrees to purchase the said Premises and the vehicle parking spot (if applicable);

nn) Hereinafter for the sake of brevity, the term Allottee/s / Purchaser/s / Investor/s shall be referred to as “the Purchaser/s” or “the Allottee/s” and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Bombay Stamp Act, 1958;

oo) The Promoters relying on the confirmations, representations and assurances of the Allottee/s / Purchaser/s / Investor/s 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 MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. All the recitals mentioned hereinabove shall form an integral part of this Agreement as if the same are set out verbatim in the body of this Agreement.
2. The Promoters under the terms and conditions of these presents shall construct or cause to be constructed 2 buildings consisting of ground + part stilt + 9 upper floor, known as “Padmavati Aadesh” consists of one residential building, in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been inspected, verified and approved by the Purchaser/s/Investor/s/Allottee with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority or the Government to be made in them or

any of them. The Purchaser/s / Investor/s / Allottee are aware of the same and stand duly informed for amendment of the plans. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s/Investor/s/Allottee in respect of variations or modifications which may adversely affect the said Premises of the Purchaser/s/Investor/s/Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. The Purchaser/s / Investor/s / Allottee confirms that the Promoters then will be entitled to utilise any F.S.I. whether T.D.R. and/or any other benefits or otherwise, which may be available on the Said Property or any part thereof as the case may be. Till the construction of the existing new building is completed and the F.S.I. and/or T.D.R. and/or Fungible F.S.I. and/or any other benefits available on "the Said Property" is fully utilised by the Promoters and the amount or amounts receivable by the Promoters and all the obligations, required to be carried out by the Purchaser/s / Investor/s / Allottee herein and the other purchasers / Allottees of premises from the said Promoters are fulfilled as also till the entire project is completed, the Purchaser/s / Investor/s/Allottee/s are aware and duly acknowledge the same.
4. The Purchaser/s / Investor/s / Allottee has / have prior to the execution of this agreement satisfied himself/herself/themselves/itself about the title of the Promoters to the said property and he/she/they/it shall not be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s/Investor/s/Allottee after execution of this agreement.
5. The Allottee hereby agrees to purchase from the Promoters and

the Promoters hereby agrees to sell to the Allottee Flat No. _____, _____ floor, admeasuring about _____ sq. ft., carpet area equivalent to _____ sq. ft. RERA carpet, (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures "_____" for the total consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written along with one car parking space in open / basement / stilt / stackable car parking system/ tangium / puzzle car parking system /podium (hereinafter referred to as the said "CAR PARKING SPACE/S") bearing Nos. _____ situated at _____ being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only), more particularly described in the Third Schedule hereunder written. The price of the said Premises including the proportionate price of the common areas and facilities and parking spaces are shown separately in Annexure _____ herewith annexed.

6. The Allottee/s has/have paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-
- i. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement;
 - ii. Amount of Rs. _____/- (Rupees _____ Only)

- _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located;
- iii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located;
- iv. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment;
- v. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;
- vi. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter 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;
- vii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 wing in which the said Apartment is located;

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

7. The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of T.D.S., G.S.T., or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Premises.
8. In accordance with the provisions of Income Tax Act the Allottee/Purchaser/s is/are under obligation to deduct the TDS of 1% of the consideration amount and the Allottee/Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within 7 (Seven) days of such payment obtain and furnish the required Challan / Certificate to the Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan / TDS Certificate evidencing such payment to the Promoters.
9. In terms of the Goods and Services Act, 2017, G.S.T. is now

levyable on the sale consideration payable by the Purchaser/s to the Promoters. In compliance of the same, the Purchaser/s hereby agrees to furnish to the Promoters a Demand draft / Pay order of 5% on the said purchase price and/or any additional amount (due to enhancement in the percentage of G.S.T. by Government of Maharashtra on the said purchase price) as the case may be, in favour of the prescribed authority being the amount payable towards G.S.T. when demanded by the Promoters.

10. The Purchaser/s is/ are aware that in addition to aforesaid amounts as per present statute, GST are leviable/applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the applicable Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of accompanied with the applicable Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid

taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Purchaser/s shall be liable to pay the same with interest of 2% p.m. before taking possession of the said premises. In case the said taxes are not paid by the Purchaser/s on or before taking possession of the said Flat/Unit/Premises and/or the said parking space, as the case may be, then in that event, the Purchaser/s hereby permits the Promoters, and the Promoters shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned hereinabove towards the said taxes payable by the Purchaser/s. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser/s or the Promoters do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser/s, then in that event, the Purchaser shall forthwith on demand pay to the Promoters the amount payable by the Purchaser/s in order to enable the Promoters to pay the same to the concerned authorities. The Purchaser/s confirms that adjustment by the Promoters of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser/s from making payments to the Promoters to meet the short fall in or the further amounts payable by the Purchaser/s and the Purchaser/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights indemnifies and agrees to keep the Promoters indemnified for all times against any loss or damage or penalty or prosecution that may be that may be available to the Promoters).

11. The Total Price is escalation-free, save and except

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

12. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
13. The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary

adjustments shall be made at the same rate per square meter as agreed hereinabove.

14. The Purchaser/s / Investor/s / Allottee shall check up all the fixtures and fittings in the said Premises before taking possession of the same. Thereafter, the Purchaser/s / Investor/s / Allottee shall have no claim against the Promoters in respect of any item, or work in the said premises or in the said building or buildings, which may be alleged not to have been carried out and/or completed including workmanship or quality of material used and/or being not in accordance with the plans, specifications, and/or this agreement and/or otherwise in relation thereto.
15. The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner. Each of the installments mentioned hereinabove shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.
16. The Promoters 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises.
17. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the possession of the said Premises] to the Allottee and the common areas to the association of the allottees

after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clauses mentioned herein above ("Payment Plan").

18. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of Flats/commercial Units as the case may be, to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

19. The Promoters shall hand over the possession of said premises to the Purchaser/s / Investor/s with certain fixtures. The fixtures, fittings and amenities to be provided by the Promoters in the said building and in the premises are those as described in the **ANNEXURE** "_____" annexed hereto.

20. The Purchaser/s / Investor/s further agree/s and undertake/s that till the Purchaser/s / Investor/s share is so determined the Purchaser/s / Investor/s shall pay to the

Promoters/Society provisional monthly contribution of **Rs.** _____/- (**Rupees** _____ **Only**) _____ per month towards the outgoings. The Purchaser/s/Investor/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 7th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further sum of **Rs.** _____/- (**Rupees** _____ **Only**) equivalent to 12 months maintenance charges shall be deposited by the Purchaser/s / Investor/s with the Promoters before taking possession of the said Premises.

21. It has been also agreed that in case of every delay in the payment of any installments / amounts hereunder, the Purchaser shall be liable to an additional charge of Rs. 10,000/- (Rupees Ten thousand Only) as administrative fee for every installment/amount delayed.
22. The Promoters shall give possession of the said premises to the Allottee/s on or before _____ day of _____. If the Promoters fail or neglect to give possession of the said Premises to the Allottees/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the said Premises with interest at the same rate as may mentioned herein from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of –

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

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

23. Without prejudice to the rights of Promoter to charge interest in terms of payment clause hereinabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of 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 Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the said Premises which may till then have been paid by the Allottee to the Promoters.

24. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the said Premises as are set out in Annexure

“_____”, annexed hereto.

25. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said premises, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
26. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
27. **Failure of Allottee to take Possession of said Premises:** Upon receiving a written intimation from the Promoters as stated hereinabove, the Allottee shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Allottee. In case the Allottee fails to take possession within the time provided hereinabove clause 19, such Allottee shall continue to be liable to pay maintenance charges as applicable.

28. If within a period of five years (5 years) from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act, subject to the same not being due to the modifications, rectifications, alterations, amendments, etc. by the Allottee/s to the said new premises, contrary to what is set out in the duly approved plans.
29. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop. They/He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.
30. The Promoter shall submit the application to the Registrar for registration of a Co-operative Housing Society under the provisions of The Maharashtra Co-operative Societies Act, 1960, within three months from the date on which fifty-one percent of the total number of allottees in such a building or wing have booked their apartment and the Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the

proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

31. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Premises is situated.
32. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
33. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of outgoings in respect of the project land and Building/s namely Property Tax, N.A. Tax, maintenance, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the

Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Society or a Limited Company, as the case may be as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

34. The Promoter shall, within 12 months of registration of the Society / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society/Apex body, the management, control, administration and charge in respect of the newly constructed Building.
35. The Purchaser/s / Investor/s / Allottee shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from the date of receipt of intimation that the said Premises is ready for use and occupation. The common expenses in respect of the said Property, shall be shared by the purchasers of units and other premises of the said building in proportion of their respective area.
36. The Purchaser/s / Investor/s shall on execution of this agreement and prior to taking possession of the premises, deposit with the Promoters following sums of money in

addition to any other amounts mentioned in this agreement:-

- (i) Rs. _____/- (Rupees _____ Only) towards all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the Promoters in connection with the cost of preparing and engrossing RERA agreement;
- (ii) Share money of 5 shares of Rs.100/- (Rupees One Hundred only) each and Rs. 100/- (Rupees One hundred only) towards entrance fee of the proposed co-operative housing society;
- (iii) Rs. _____/- (Rupees _____ Only) towards charges for water meter and electric meter and costs of electric substation and cables;
- (iv) Rs. _____/- (Rupees _____ Only) towards Infrastructure Development;
- (v) Rs. _____/- (Rupees _____ Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.

37. The Allottee shall pay to the Promoters a sum of Rs. _____/- (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease as well as the present Agreement.

38. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall

pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

39. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoters hereby represents and warrants to the Allottee as follows:

- i. The Promoters have clear and marketable title with respect to the project land, as declared in the title report annexed to the present Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no litigations pending before any Court of law with respect to the project land or Project;
- iv. 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 Promoter 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;

- v. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vi. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- ix. The Promoters 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;
- x. 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 Promoters in respect of the project land and/or the Project.

40. Notwithstanding any other provisions of this Agreement the Promoters shall be entitled to, at the Promoters sole and absolute discretion: -

a. To decide from time to time when and what sort of document of transfer should be executed in whose favour.

b. Have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.

c. have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by the said Purchaser/s / Investor/s / Allottee if the Purchaser/s / Investor/s / Allottee is not co- operative or unwilling to follow or observe the policy formulated by the said Promoters for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and / or propagating any message or information or things which may adversely affect the interest of the Promoters and/or persons associated with the Promoters till the Promoters hand over the property to the society as contemplated herein.

d. To decide and determine how and in what manner the infrastructure including the common utility areas and

gardens and other recreational facilities to be used by the various flat purchaser may be transferred and/or conveyed/assigned/ leased.

e. to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

41. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.

42. Save and Except obtaining the prior written approval of the Promoters, the Purchaser/s / Investor/s / Allottee shall not be entitled to:

(i) Create or permit any charge or lien on the said Premises. For the purpose of this clause the term "lien" shall include mortgage, pledge, charge, privileges and priorities of any kind.

(ii) Sell, mortgage, lease, surrender or otherwise howsoever alienate the said Premises or any parts thereof save and except with a prior written approval of the Promoters.

(iii) Enter into any agreement or arrangement with any person or persons, institution or Government or Body for use and occupation or disposal of the said Premises or any part thereof, during the first 24 months period.

(iv) Permit any merger, consolidation, reorganization, scheme of arrangement or compromise with its creditors and / or members, if any.

43. The Purchaser/s / Investor/s / Allottee represents and warrants that:

- (i) He / She / They / It has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (ii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;
- (iii) None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (iv) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her /them / it;
- (v) No execution or other similar process is issued and/or levied against him / her /them / it and/or against any of his / her /them / it assets and properties;
- (vi) He / she /they is not of unsound mind and/or is not adjudged to be of unsound mind;
- (vii) He / she / they / it has not compounded payment with his /her /their / its creditors;
- (viii) He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.

The Promoters consider the accuracy of the representations and warranties to be an important and integral part of this agreement and has executed this

agreement in reliance of the same.

44. The Purchaser/s / Investor/s / Allottee hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser/s / Investor/s / Allottee of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s / Investor/s / Allottee in complying/performing his/her/their obligations under this Agreement.

45. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Promoters as follows:

- i. To abide by the terms and conditions of the said Common Areas and Facilities Agreement;
- ii. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- iii. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may

damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iv. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior

written permission of the Promoter and/or the Society or the Limited Company.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- viii. Not to change the external façade colour scheme or the pattern of the colour of the said Proposed Building;
- ix. Not to change exterior elevation façade or the outlay of the said Proposed Building/s;
- x. Not to fix any grill to the said Proposed Building/s or window except in accordance with the design approved by the said Promoters;
- xi. Pay to the Promoter within fifteen days of demand by the Promoter, 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 Premises is situated;
- xii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee for any purposes other than for purpose for which it is sold by the Purchaser/s / Investor/s / Allottee viz. user for any purposes other

than for residential purpose in case of flat and business purpose in case of office/shop and parking purpose in case of garage/parking space.

xiii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Purchaser/s / Investor/s / Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s / Investor/s / Allottee has intimated in writing to the Promoters.

xiv. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

xv. In the event any development charges or betterment charge, service charge or premium or tax or any

other levy becomes payable by the Promoters, the Purchaser/s / Investor/s / Allottee hereby agrees to reimburse the same to the Promoters in proportion to the area of Flat / Parking space / Garage / premises etc., agreed to be purchased by him / her / them and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser/s / Investor/s / Allottee;

xvi. The Purchaser/s / Investor/s / Allottee shall insure and keep insured the said premises against loss or damage by fire of any other calamities for the full value thereof;

xvii. The Purchaser/s / Investor/s / Allottee agrees that his / her / their / its interest in the said property and the said building is impartable and he / she / they / it shall not be entitled at any time to demand partition of his / her / their interest in the said property and/or in the said building;

xviii. In case Reliance Energy / Adani Power / TATA Electricity or any competent authority requires / demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Purchaser/s / Investor/s / Allottee in proportion to the area of their respective premises agreed to be acquired by them.

xix. Until the said newly redeveloped building/s is handed

over as aforesaid, the Promoters will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Purchaser/s / Investor/s / Allottee along with other flats / shops / offices / garages / parking space Purchaser/s / Investor/s / Allottee and/or the co-operative society will not have any objection to the aforesaid right of the Promoters;

- xx. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xxi. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
46. The Promoters shall have an unperturbed right and the Purchaser/s hereby expressly affirms that the Promoters will always be entitled to utilize any Floor Space Index ("F.S.I") and/or Transferable Development Rights ("TDR") and/or any other benefits by whatever name called which may be available on the said Property or any other adjoining property or properties, as the case may be, and

until the entire F.S.I. and/or TDR available on the property and any other adjoining or other properties is duly utilized or consumed or loaded by the Promoters and until the construction of all the buildings on the said Property and/or any other adjoining property is completed and until all the flats / units/ premises and other premises including basement, stilt, podium, parking, open spaces and other tenements in the buildings are sold and until all the amounts are received by the Promoters from the Purchaser/s / Investor/s in respect of the premises and other premises including basement, stilt, parking, open spaces and other tenements in the buildings sold to them.

47. Without prejudice to any rights of the Purchaser/s / Investor/s, the Promoters shall have a right to raise project loan, term loan with any financial institutions, banks, private equity funds, mutual funds managers and or any other institution/s and for that purpose can create equitable mortgage of the Promoters Area. The Purchaser/s/ Investor/s /Allottee hereby understood and accepts the rights of the Promoted for raising such project loan. For the said purpose, the Purchaser/s / Investor/s specifically hereby provides his / her / their affirmation for raising such project loan, save and except that such financial institution shall be intimated of the Purchaser/s / Investor/s rights, title and interest on the said Premises.

48. The Purchaser/s / Investor/s / Allottee has:

- (a) The Purchaser/s / Investor/s / Allottee hereto specifically declares and confirms that they are aware that the Promoters are entitled to develop the said property and propose to develop the same;
- (b) taken inspection of all relevant documents and has

satisfied himself/herself/themselves fully in respect of the Promoter's title to the develop the Property and the said Premises prior to the execution of this Agreement and the Purchaser/s / Investor/s / Allottee doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and

(c) read and understood and is fully aware of the terms and conditions of Intimation of Approval, Commencement Certificate and all the plans, designs and specifications prepared by the Promoter's Architects and the Promoter's rights, liabilities and responsibilities thereunder and in respect of the said Property and the Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s / Investor/s / Allottee that he/she/they has/have no objection to the same.

(d) The Promoters and its Architects, Structural Engineers, Project engineers, surveyors, contractors' employees, employees of the contractors and any other authorized or licensed person/s shall have a right to enter and/ or occupy any area including common areas to carry out the developmental work till the completion of the entire project.

(e) The Purchaser/s / Investor/s / Allottee or any other person/s claiming through the Purchaser/s / Investor/s / Allottee and/or members of the society shall have no right to object to or obstruct or stop the

movement of the vehicle, men and materials (related to construction or otherwise) to be carried over in the said residential/commercial building/s even after the construction of the present redevelopment Building has been completed and the Promoters have handed over the newly redeveloped Building to the registered body of premises acquirers and allottees including the Allottee/s herein till the redevelopment of the said Property has been fully redeveloped. Before entering into this Agreement, the Promoters have put the Purchaser/s / Investor/s / Allottee to the Notice of the aforesaid facts and the Purchaser/s / Investor/s / Allottee hereby accord his / her / their informed assent for the same.

49. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

51. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the premises in the buildings, if any, shall belong exclusively to the respective Purchaser/s / Investor/s of the premises and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s / Investor/s / Allottee. The said terrace shall not be enclosed by such Purchaser/s / Investor/s / Allottee till the permission in writing is obtained from the concerned local authority and the Promoters and/or the society.
52. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoters executes this Agreement the Promoters shall not mortgage or create a charge on the said Premises 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 Allottee who has taken or agreed to take the said Premises.
53. **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15

(fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

55. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

56. PROVISIONS OF THIS AGREEMENT APPLICABLE
TO ALLOTTEE /SUBSEQUENT ALLOTTEES

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 Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

57. SEVERABILITY

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

the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

58. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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.

59. FURTHER ASSURANCES

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

60. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in MUMBAI after the Agreement is duly

executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at MUMBAI

61. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

62. The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

63. This agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.

64. Provided that where the Promoters agree to modify or amend the agreement, such modification or amendment shall be carried out only with the mutual consent of both the parties.

65. This agreement together with the duly filled in Application Form, Offer letter / Allotment Letter along with the basic terms and conditions contained therein constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the clauses and/or Schedules of this Agreement shall have an over-riding effect.

66. Each Party shall indemnify and agrees to defend and to keep the other indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss,

damages, claims, demands or actions of whatsoever arising out of or in connection with the said premises which are likely to by reason of:

- a. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- b. acts of negligence or intentional misconduct by the Indemnifying Party;
- c. Breach of the provisions of this Agreement by the Indemnifying Party;
- d. Any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- e. failure by the Promoters Indemnifying Party to fulfill its obligations under any applicable law.

67. If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by laws for the time being in force.

68. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their

respective addresses specified below:

_____ Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s. _____ Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters and/or the Allottee, as the case may be.

69. JOINT ALLOTTEES

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

70. The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

71. The Purchaser/s / Investor/s / Allottee/s and/or the Promoters shall present this agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and/or the Purchaser/s and the Promoters will attend such office and admit execution hereof.

72. The Purchaser/s / Investor/s / Allottee/s is/are aware of the provisions of law wherein service tax has been levied on construction services. The Purchaser/s / Investor/s / Allottee/s shall be bound and liable to pay such taxes if any. The Purchaser/s / Investor/s hereby agrees and undertakes to pay the same if and when becomes payable.

73. Interpretation

In this Agreement where the context admits:

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

referred to has directly or indirectly replaced;

- B. any reference to the singular shall include the plural and vice-versa;
- C. any references to the masculine, the feminine and the neuter shall include each other;
- D. any references to a “company” shall include a body corporate;
- E. the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed.
- F. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and schedules are to Clauses, Sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;
- G. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- H. the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- I. each of the representations and warranties provided in this Agreement is independent of other

representations and warranties in this Agreement and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;

- J. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- K. “the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- L. references to a Person (or to a word importing a Person) shall be construed so as to include:
 - (i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);
 - (ii) That Person’s successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
 - (iii) references to a Person’s representatives shall be

to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

M. where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words;

74. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee alone.
75. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
76. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.
77. The Courts at Mumbai shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
78. The Purchaser/s / Investor/s hereby declares that he / she / they has gone through the Agreement and all the documents related to the said premises purchased by him/ her / them and has expressly understood the contents, terms and conditions of the same and the

Purchaser/s / Investor/s after being fully satisfied with the contents has entered into this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of the land which is situated within the limits of registration District of Mumbai Suburban, bearing Plot No. 14 A, Survey No. 276, Hissa no. 1 & Survey No. 277, Hissa No. 1 corresponding to CTS No. 738/A, 738/A/1 to 3 and 738/B totally admeasuring 318.70 sq.mtrs or thereabouts, popularly known as “Bharati Co-operative Housing Society Limited”, Godavari Mhatre Road, Dahisar (West), Mumbai – 400 068 situated and lying at village - Dahisar, Taluka-Borivali of Mumbai Suburban District in the registration District of Mumbai Suburban District, which is bounded as:

On or Towards East : 10 Feet wide Private Road

On or Towards West : By Plot No.14

On or Towards South : By Godavari Mhatre Road

On or Towards North : By Plot No.15 & Plot No.20

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No. _____, _____ floor, admeasuring _____ Sq. ft. RERA Carpet area and _____ sq. Ft. MCGM Carpet Area (inclusive of area available by way of Fungible FSI and/or any other FSI available by whatever name) along with one Car Park Space in the Part stilt/Podium puzzle/basement/parking in the new building to be constructed and known as known as "BHARATI Co-

op Housing Society Ltd., Godavari Mhatre Road, Dahisar (West), Mumbai – 400 068 situated and lying at village - Dahisar, Taluka-Borivali of Mumbai Suburban District in the registration District of Mumbai Suburban District on plot of land more particularly described in Schedule – I above referred to.

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

SIGNED AND DELIVERED BY THE)
Within named "Owners/Developers")
M/S. PADMAVATI DEVELOPERS)
Through its Partner)
Shri. GIRISH RAMNATH KOLTHARKAR)
In the presence of.....)

1.

2.

SIGNED AND DELIVERED BY THE)
Within named Allottee/Investor)

1. _____)

2. _____)

In the presence.....

1.

2.