AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (Agreement) made at Mumbai this _____ day of _____ in the Year Two Thousand 2023;

Between

Lashkaria Housing & Infrastructure Pvt. Ltd., a company incorporated under the provisions of Companies Act, 1956 and having its' registered office at: 102, Diamond Apartment, Near Air India Building, New Link Road, Jogeshwari (West), Mumbai – 400 102. and forming part of Lashkaria Group Companies, hereinafter referred to as "**THE DEVELOPERS'**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their directors, successors-in-interest and assigns) of **ONE PART;**

And

_____ of Mumbai, Indian Inhabitant/s having his/her/their address at _____, hereinafter called "**the Allottee/Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators and assigns) of the **Other Part**;

In this Agreement, unless there is anything inconsistent with or repugnant to the subject or context (a) SINGULAR shall include PLURAL and vice versa and (b) MASCULINE shall include FEMININE and vice versa.

WHEREAS:

I. The said society was formed and registered with the Maharashtra cooperative societies act, 1960 under registration number BOM/HSG /3880 of 1972 dated December 27, 1972.

II. By an Indenture of conveyance dated March 30,1973 registered with the sub-registrar of Assurances at Bombay under Serial no. BOM / S 154 of 1973, where Jim Hudson Private Limited as vendor therein transferred all its. right title and interest in the piece and parcel of land admeasuring 3187 sq. mtrs. or thereabouts, (hereinafter referred to as the "**said society Land**") bearing Plot No. 143/4/B, C.T.S. No. 831/14, Village:- Ambivali, Four Bungalows Road, Andheri (West), Mumbai – 400 053., of Taluka – Andheri, in favour of the society as the purchaser. The aforesaid. entry is accordingly recorded in mutation entry bearing number 1548.

III. The society by way of an indenture of Mortgage dated 18 April 1974 duly registered with the sub-registrar of Assurances at Bombay under serial number PS291 of 74 as Mortgagor thereof, had mortgage the said land, in favour of. Maharashtra, cooperative housing finance Corporation Limited as the

mortgage therein, to avail loan for the purpose of construction on the said land.

IV. Commencement certificate for the construction of the building on the said land was procured on 5th June,1974 and accordingly commencement certificate and plans were re-validated as on 8th February 1977 bearing number CE/4182/BSII/AK(BCC). There were two buildings known as **"INDRASUKH CO-OPERATIVE HOUSING SOCIETY LIMITED"** with four wings A, B, C & D total, each wing containing ground + three upper floors consisting 47 number of total Apartments came to be constructed, (hereinafter referred to as the "**said Buildings**")

V. On redeeming the loan, the Maharashtra Co-operative Housing Finance Corporation Limited as the Mortgagees therein executed an indenture of Re-conveyance dated 14th May, 1998 registered with sub-registrar of assurances at Bombay bearing serial no. BBJ/1675/1998 in favour of the society. Accordingly, the land together with the said building standing there on was acquitted, released and discharged in favour of the society with all right title and interest in the land along with the building being Indrasukh cooperative housing Society Limited as standing there on.

VI. The said Buildings over the period of time, having been outlived their endurance and stability, being old and in a structurally deteriorated condition, the Members convened a meeting to take a decision on the repairs and/or redevelopment. Pursuant to the decision, the Society in its Special General Meeting (SGM) held on the 6th day of January, 2019 decided to undertake the process of self-redevelopment.

VII. The Society at its Special General Meeting held on 23rd June, 2019 resolved to appoint a PMC, a Legal Advisor, and Architect and a Chartered Accountant for the process of self-redevelopment.

VIII. In its Special General Body Meeting dated 12th January, 2020, the General Body of the Society authorized its Managing Committee to appoint the requisite PMC and Architect for the self-redevelopment process.

IX. The Society considering various aspects in detail, by virtue of its Special General Meeting dated 3rd July, 2022 decided to change their mandate from Self-Redevelopment to Developer based Redevelopment by a majority decision of its Members.

X. The Society out of the various offers/bids/tenders received from prospective developers during the process of its self-

redevelopment and parallelly following the set directives as laid down by the state authorities, the general body, with the assistance of the PMC- shortlisted offers of 2 builders/developers.

XI. Pursuant thereto, the Managing Committee of the Society and the Members, after considering the offers from both builders/ developers, found the offer of one M/S. LASHKARIA HOUSING & INFRASTRUCTURE PRIVATE LIMITED., to be favorable.

XII. The Society considering various aspects in detail, by virtue of its Special General Meeting dated 3rd July, 2022 following the set directives, after unanimous confirmation & agreement of the general body resolved to select the present Developers / Promoters to undertake the redevelopment of the Society. The Members unanimously resolved to select the Promoters to carry out the Redevelopment work of the Property on the terms and conditions, *inter alia*, comprising of those set out in the Final Offer dated 10th May, 2022.

XIII. The Promoters by its letter dated 10th May, 2022 to re-develop the said property provided the final offer having been issued by the M/S. LASHKARIA HOUSING & INFRASTRUCTURE PRIVATE LIMITED., on the basis of and pursuant to Regulation 33(7)(B) giving in details about the modalities of re-development along with the schedule of remittance as required under the scheme to the Society Members being party of the third part herein.

XIV. The Society and its Members have confirmed their decision, consent and resolution appointing M/s. LASHKARIA HOUSING & INFRASTRUCTURE PRIVATE LIMITED as the Promoters by a Letter Of Intent (LOI) dated 06/07/2022;

XV. By and under an Registered Development Agreement dated 18th October, 2022 duly registered with the Sub-Registrar of Assurances under Serial No. BDR-4 **-10769 dated 18th October, 2022** have appointed M/s. LASHKARIA HOUSING & INFRASTRUCTURE PRIVATE LIMITED (Promoters / Developer) to re-develop the said society Land, being piece and parcel of land admeasuring 3187 sq. mtrs. or thereabouts, bearing Plot No. 143/4/B, C.T.S. No. 831/14, Village Ambivali, Four Bungalows Road, Andheri (West), Mumbai – 400 053., of Taluka – Andheri, herein after referred to as the **'project land'**, at or for the consideration and on such terms and conditions as mentioned therein.

XVI. The said Society has also executed an irrevocable Power of Attorney dated 18-10-2022**,** registered with the Office of the Sub-Registrar of Assurances at **Andheri - 2**, Mumbai under Serial No. **BDR4- 10770 of 2022** on **18th October, 2022** in favour of the Promoter, containing rights, powers and authorities to the Promoter, inter alia, to obtain sanctions, permissions, and approvals from the MCGM for development of the Property and construction of the Proposed New Building in accordance with the building proposals to be prepared by the Developer and sanctioned by the MCGM. Thus, the Promoters are entitled to and enjoined upon to construct building on the project land in accordance with the recital hereinabove;

XVII. All eligible members of the said Society have entered into Individual Agreements with Promoters for allotment of Permanent Alternate Accommodations to them in the building to be constructed by Promoters in lieu of the members' old Apartments.

XVIII. The Promoters are in possession of the Project Land;

XIX. The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects Ms. N. K. Associates and such Agreement is as per the Agreement prescribed by the Council Architects;

XX. The Promoters have appointed a structural Engineer viz. Mr. Furkan for the preparation of the structural design and drawings of the building and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings;

XXI. By virtue of the said Development Agreement/Power of Attorney the Promoters have sole and exclusive right to sell the Apartment in the said building being constructed by the Promoters on the Project Land and to enter into Agreement/s with the allottees of the Apartment to receive the Sale consideration in respect thereof;

XXII. The Promoters submitted the building proposals to the MCGM and the MCGM was pleased to issue the Intimation of Disapproval (the "**IOD**") bearing reference no. CHE/WS/1745/K/W/337(NEW)/IOD/1/New dt. 17/04/2023 read with further approval obtained from the MCGM bearing no. _____ dated _____, ("**Approval**"), for construction of new building having residential A & B Wing and 'C' wing being the Commercial wing having ground commercial and first floor (part) commercial and podium.

"A" Wing consisting of : Ground Floor + 1st Floor Part Podium + 2nd floor Part Podium + 3rd Podium + 4Th Floor (Podium + Amenities) + 14Th Upper Floor & "B" Wing consisting of : Ground Floor + 1st Floor Part Podium + 2nd floor Part Podium + 3rd Podium + 4Th Floor (Podium + Amenities) + 15th Upper Floor. The number of upper floors however is likely to vary depending upon the availability of FSI and other relevant conditions for development of the said property and shall have commercial cum residential Apartment/apartments therein and having such covered/open car-parking spaces as per details set out therein with irrevocable right, power and authority to the Promoters to sell and allot the remaining apartments/ Apartment and car parking spaces (Developers' Apartments/Apartments') on what is popularly known as ownership basis who will be entitled to and be enrolled as Members of the Society at the request of the Promoters;

XXIII. However , the FSI available for development is likely to increase and the promoters intend to use and shall be entitled to use the same as provided hereinafter and for that purpose the promoters shall be entitled to amend the plans from time to time of any building constructed or to be constructed on any part or portion of the said property in its present state or after amalgamation with other properties in the sole discretion of the promoters.

XXIV. The MCGM has issued its Commencement Certificate No. CHE/WS/1745/K/W/337(NEW)/CC/1/New dated 08-Aug-2023 issued by the MCGM (the "**CC**") for carrying on construction upto Plinth Level;

XXV. The Promoters herein have registered the project under the provisions of Maharashtra RERA Act with the Real Estate Regulatory Authority at Mumbai under Reference no. _____ authenticated copy of the Registration is attached in **Annexure "A".**

XXVI. The Allottee is offered an Apartment bearing number ____on the ____ floor, (herein after referred to as the said "**Apartment**") of the Building called **"LASHKARIA INDRASUKH "**(herein after referred to as the said "**Building**") being constructed by the Promoters;

XXVII. On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of titles relating to the Project Land and the plans, design and specification prepared by the Promoters' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the

Rules and Regulations made thereunder. The Allottee has otherwise fully familiarized himself/herself/itself/themselves with the Scheme of Development outlined hereinabove;

XXVIII. The authenticated copies of Certificate of Title dated 14Th December, 2022 issued by the Attorney at Law and Advocate of the Promoters Kimaya M. Prajapati, authenticated copies of Property Card showing the nature of the title of the Society to the project land on which the Apartments are being constructed by the Promoters have been annexed hereto and marked as **Annexure 'B' and 'C',** respectively;

XXIX. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure – "D";**

XXX. The authenticated copies of the floor plans of the Layout as proposed by the Promoters and according to which the construction of the building and the existing open space, common area and amenities are proposed to be provided for on the said Project have been annexed hereto and marked as **Annexure** "**E";**

XXXI. The authenticated copies of the floor plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority i.e. photocopies of the IOD, Approval and CCs issued by the MCGM have been annexed and marked as **Annexure "F" & "G"** respectively;

XXXII. The Promoters have got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building;

XXXIII. 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 Promoters while developing the Project Land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

XXXIV. The Promoters have accordingly commenced construction of the said building in accordance with the said proposed plans;

XXXV. The Allottee/s being fully satisfied in respect of title of the Developer in respect of the said Land and the said project

has/have approached the Developer / promoter to allot him/her/them a residential Apartment more particularly described in _____ **Schedule-2** hereunder written (hereinafter referred to as "**Apartment**") in the said Building being constructed on the said Land and shown in red colour boundary line on the floor plan annexed and marked as **Annexure** "**H**" hereto for the Total Consideration, more particularly described in the _____ **Schedule** hereunder written and on the terms and conditions as hereinafter appearing.

XXXVI. Along with the Apartment, the Developer has also agreed to allot / reserve for the Allottee/s an exclusive amenity being the Car Parking Space/s in the basements/podium/stilt of the said Building subject to the location of the Car Parking Space/s being finalized only upon–completion of development of the Project and also subject to terms and conditions hereinafter appearing.

XXXVII. Allottee/s has/have demanded inspection/information from the Developer and the Developer has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:

(i) All title documents by which the Developer has acquired right, title and interest to develop the Larger Property;

(ii) All the Approvals and sanctions of all relevant authorities for the development of the said Land, plans and designs, specifications, approvals of–the layout plan, IOD, CC, building plans, floor plan, etc. and such other documents as required under Section 11 of RERA; and

(iii) All the documents mentioned in the Recitals hereinabove, and the Allottee/s is/are fully satisfied with the title of Developer in respect of the Project Land and the said Land has/have agreed not to raise any requisitions on or objection to the same.

XXXVIII. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Apartment, made enquiries thereon and is satisfied with respect to, (i) the title of the Developer to develop the Project and such title being clear and marketable; (ii) the Approvals and permissions (including Layout Plan, IOD and CC) obtained till date; and (iii) the Developer's entitlement to develop the Project and construct the Project under various provisions of the DCPR 2034 and Applicable Law and sell the Apartment therein. Further, the Allottee/s has / have visited and inspected the site of construction of the Project. The Allottee/s hereby undertake/s not to hereafter raise any objection and/or make any requisitions

with respect to the title of the Developer to develop the Project Land and the said Land. The Allottee/s confirm/s that the Allottee/s has/have the financial capability to consummate the transaction.

XXXIX. Under Section 13 of the RERA, the Developer is required to execute a written agreement for sale of the Apartment with the Allottee/s i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

XL. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.

XLI. The RERA carpet area of the said Apartment is _____ square feet i.e. _____ square meters and "carpet area" means the net usable floors area of an Apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee but includes the area covered by the internal partition walls of the Apartment (As per RERA Definition) As per the said approved plans of the Building sanctioned by the Municipal Corporation, the RERA carpet area of the said Apartment is _____ square feet;

XLII. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

XLIII. The Allottee had/have also read and understood the Bye-laws of the Society and has/have agreed to abide by them.

XLIV. The Promoters have informed the Allottee that the Society will continue to be the Owner of the Land and the Building and a new Co-operative Society or Condominium or other incorporate body will not be formed of the Allottee of the Developers' Apartments but that the Allottee shall be bound to become members of the Society which presently is and shall at all times in future remain the Owners of the said Property;

XLV. Under Section 13 of the Maha RERA the Promoters are required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

XLVI. Subject to the provisions of the said Development Agreement, the Promoters have specifically disclosed that if F.S.I. is increased due to any special concession or under D.C. Regulations or otherwise and remain unutilised, development potential or F.S.I. and other benefits by whatever name called either in form of T.D.R. or any other form permissible under the law, the same shall be attributed as par Clause 29 of the Development Agreement as stipulated under the heading of, " UTILISATION OF FSI", all the accruing benefits arising out of the said project would be shared in 80:20 ration with the Promoters sharing 80% and Society sharing 20% share.

XLVII. 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 hereby agrees to purchase the Apartment along with the allotment of (____) Car parking space in Mechanical or Puzzle Car-parking system of the said Project.

XLVIII. The schedule of the property and the annexures to this Agreement:

A. The details of Schedules to this Agreement are as below:

Schedule	**Details**
First Schedule	Description of the Said Land
Second Schedule	Description of the Apartment
Third schedule	Common Areas and Facilities
Fourth schedule	Common expenses and outgoings

B. The list of Annexures annexed to this Agreement are as below:

Annexure	**Details**
Annexure "A"	Copy of RERA registration certificate
Annexure "B"	Copy of Title Certificate
Annexure "C"	Copy of Property Register Card of the said Land
Annexure "D"	Copy of the Layout Plan
Annexure "E"	Common Area and Amenities of Lashkaria Indrasukh
Annexure "F"	Copy of the IOD
Annexure "G"	Copy of the CC
Annexure "H"	Copy No Floor Plan of the Apartment
Annexure "I"	Payment Schedule of Total Consideration
Annexure "J"	Contribution and Other Charges

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

1. **CONSTRUCTION OF PROJECT**: The Promoters shall construct the said building to be called **"Lashkaria Indrasukh"** consisting of new building (A, B & C [Commercial] Wing). "A" Wing consisting of : Ground Floor + 1st Floor Part Podium + 2nd floor Part Podium + 3rd Podium + 4Th Floor (Podium + Amenities) + 14Th Upper Floor & "B" Wing consisting of : Ground Floor + 1st Floor Part Podium + 2nd floor Part Podium + 3rd Podium + 4Th Floor (Podium + Amenities) + 15th Upper Floor. on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. **"C" Wing** being the exclusive commercial wing consisting of Ground Floor and First Floor (Part commercial & Part podium), provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in the law.

2. PURCHASE OF APARTMENT & CONSIDERATION:

2.1. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee Apartment No. _____ of RERA carpet area admeasuring _____ square feet (RERA) i.e. _____ sq. meters (RERA) on ___ floor, (hereinafter referred to as "**the Apartment**") which are more particularly described in **Second Schedule** hereunder written, as per the said approved plans of the Building sanctioned by the Municipal Corporation, more particularly described and delineated with colour marking, as demarcated in the Floor plan thereof hereto Annexed and marked **Annexures C-1 and C-2** along with (___) Car parking space in Car Parking System for the exclusive use of the Allottee for the lump sum consideration of **Rs:- _____/- (Rupees:- _____ Only)** which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

2.2. The Allottee has paid on or before execution of this Agreement a sum of **Rs:- _____/- (Rupees:- _____ Only)** as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount in the following manner:-

PAYMENT SCHEDULE

Sr. No.	Description	% Due
1	Booking	10%
2	Plinth Level	10%
3	Podium Level 1 & 2	10%
4	Podium Level 3 & 4	10%
5	5Th & 6Th Slab	6%
6	7Th & 8Th Slab	5%
7	9Th & 10Th Slab	5%

8	11Th & 12Th Slab	5%
9	12Th & 13Th Slab	5%
10	14th To 15th Slab	5%
11	16th To 17th Slab	5%
12	18th To Top Slab	5%
13	On Plaster & Brick Work	7%
14	Electric Work	4%
15	Painting Work	4%
16	On Plumbing work	4%
	Total	

2.3. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of G.S.T., TDS 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 Apartment.

2.4. The Purchase Price is also exclusive of all other taxes, levies, cesses, impost and such charges, costs, or outlays, by whatever name called, charged, levied, impost, and payable to any authorities or bodies in respect of the Apartment and the Car-parking Space, or otherwise howsoever, arising from the transaction contemplated herein. Save and except the tax on income of the Promoters, arising out of this Agreement, all other taxes and charges including but not limited to GST, T.D.S. or any other central, state, revenue, or municipal, or statutory tax, levy or imposts, stamp duty, registration fees, etc. or any other taxes by whatever name called, may be imposed, or that there may be any increase in respect thereof in respect of the transaction contemplated herein shall be borne and paid by the Allottee at the required time and as per rates prevailing on the date when the payment of such taxes/impositions become due and payable as per applicable laws, rules and regulations, or in the alternative such taxes/impositions shall, at the sole option of the Promoters, be reimbursed in full by the Allottee to the Promoters within three (3) days of demand in writing raised by the Promoters upon the Allottee.

2.5. The Stamp Duty, Registration charges and other expenses of and incidental to this Agreement and the registration thereof, shall be borne and paid by the Allottee alone. The Allottee shall bear and pay the professional fees or charges of the Allottee's Advocates/Solicitors, and of any other persons engaged or employed by the Allottee.

2.6. 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 Promoters 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 Promoters 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.

2.7. The Promoters 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters 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 in Clause 2.1 of this Agreement.

2.8. The Allottee authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

2.9. All installments of the Total Price shall be paid punctually by the Allottee in accordance with Clause 2.2 hereinabove through the Project Account No. **923020030104642** with **Axis Bank Ltd, Oshiwara Branch** or such other account as may be notified by the Promoters, on or before the respective due dates for payment thereof as referred to hereinabove and the G.S.T. Education Tax/Cess if levied or otherwise payable thereon and/or as applicable, after deduction of and/or withholding such amount towards Tax Deducted at Source (hereinafter referred to as "TDS"), which TDS shall be remitted by the Allottee in government account in accordance with the provisions of Income Tax Act, 1961, as amended. The Allottee agrees and undertakes to produce to the Promoters, respective TDS Certificates evidencing payment of such TDS, within a period of twenty-one (21) days from the respective dates of such payments of TDS made by the Allottee and/or before the end of the respective Financial Year in which such payments of TDS would have been made, whichever is earlier, and in any event, prior to taking possession of the Apartment. It is specifically agreed that in the event of default on the part of the Allottee in making payment of TDS and/or producing the respective TDS Certificates for the same within 21 (twenty-one) days from the date of payment and/or before the end of the respective Financial Year in which such payments of TDS would have been made and/or prior to taking possession of the Apartment as specified herein, then the Allottee shall be deemed to have not paid the TDS and hence, shall be liable to deposit with the Promoters, the amount equivalent to the amounts aggregating to the TDS deemed to be unpaid (in respect whereof respective TDS Certificates shall not have been produced to the Promoters), without interest, on or before taking possession of the Apartment, which amount shall be refunded by the Promoters to the Allottee on the Allottee producing the respective TDS Certificates.

2.10. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the Total Price and other payments (including

deposits, taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Promoters shall, in respect of the consideration and any other amount remaining unpaid by the Allotee under the terms and conditions of this Agreement, have the first lien and charge on the Premises. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the Premises under this Agreement in favour of the Allottee, that only if the full amount of the said purchase price, by installments as aforesaid, as well as all other amounts payable by the Allottee hereof are paid by the Allottee to the Promoters, will the Allottee have or be entitled to claim any rights under this Agreement and/or in respect of the Premises.

3. Covenants of the Developer / Promoter & Allottee/s:

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

3.2. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the Society after receiving the occupancy certificate. 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 Promoters as provided in clause 2.2 herein above. ("**Payment Plan**").

4. The Promoters shall adhere to the sanctioned plan while developing the said project and shall if required would obtained a revised plan in the event if required as per the suggestion of the appointed Architect;

5. **Time schedule and default in payment by Allottees**:

5.1. If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agree to pay to the Allottee, if he does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable to the Allottee to the Promoters.

5.2. Without prejudice to the right of Promoters to charge interest in terms of sub-clause 5.1 above, on the Allottee committing default in payment on due date of 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, other charges as mentioned hereinafter) and on the Allottee committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters 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 his 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 Promoters shall refund to the Allottee after adjustment and recovery of agreed liquidated damages of or any other amount which may be payable to Promoters and excluding all other amounts paid by the Allottee other than the amounts paid to the Promoters towards the Total Price, within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters.

6. **The Transfer of the Apartment:** It is agreed that until the date the Developer offers possession of the Apartment to the Allottee/s and the Developer receives the Total Consideration, Contribution, Other Charges and the Taxes and all amounts due and payable from the Allottee/s ("**Lock-in Period**"), the Allottee/s shall not be entitled to let, sub-let, transfer, assign, sell, Gift, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Apartment or dispose of or alienate otherwise howsoever, the Apartment and/or his/her/its rights, entitlements and obligations under this Agreement, save and except with prior written permission of the Developer (with a view to maintain price parity) and subject such terms and conditions and such charges as the Developer may deem fit and proper. The Allottee/s acknowledge/s the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Allottee/s agree/s to abide by the same. In the event, the Allottee/s assign(s)/transfer(s) /Gifts its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Developer shall be entitled to terminate this Agreement and the consequences of termination as set out in this Agreement shall become applicable.

7. The Promoters shall give possession of the Apartment to the Allottee on or before _____. If the Promoters fails or neglects to give possession of the Apartment to the Allottee 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 the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in

the clause 5.1 hereinabove 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 or Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) War, Pandemic, civil commotion or act of God;

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

8. **Procedure for taking possession** –

8.1. The Promoters, 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 Apartment, to the Allottee in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in the case of failure of the fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or the Society, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

8.2. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartments are ready for use and occupancy:

8.3. **Failure of Allottee to take Possession of Apartment**: Upon receiving a written intimation from the Promoters as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable. The parties hereto hereby agree and declare as follows:-

(a) Whenever required, the Allottee shall sign and deliver to the Promoters all writings and papers as may be necessary, including letter of possession, for electric meter, gas connection meter; and other necessary papers;

(b) After the possession of the said Apartment is handed over to the Allottee, if any, additions or alterations in or about or relating to the New Building or in the Apartments and premises therein are required to be carried out by or at the instance of the Government, the MCGM or any Statutory Authority, the same shall be carried out by the Allottee and all other allottees of the apartments and premises in case the same relate to the Building at their own costs, and not by the Promoters who shall not in any manner be liable or responsible for the same or any part thereof. The said additions and alterations which result in any structural

damage would render the promoters 'defect liability' clause as mentioned in clause 8.4 hereunder as null & void and unenforceable.

8.4. If within a period of five years from the date of handling over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are 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 is not possible to rectify such defect, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided in the manner as provided under the Act.

Provided that the Allottee and/or any other occupant/Member have not carried out any unauthorized changes or changes which lead to such defect or exaggerated any existing defect directly or indirectly in any manner whatsoever and/or that the Allottee and/or any other occupant/Member/ civil contractor has/have acted and caused damaged during the renovation or carrying interior work which are contrary to the various covenants under this Agreement or terms and conditions of the approvals and/or bye-laws of the authorities, in any such event, the Allottee or such occupant/Member alone shall become liable to rectify such defects at his/her/their sole cost and expenses, and the Promoters shall be absolved from their said responsibility regarding the defect.

9. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and he shall use the garage or parking space only for purpose of keeping or parking vehicle.

10. After paying all dues and amounts payable under this Agreement to the Promoters, the Allottee shall obtain No Objection from the Promoters to apply for membership of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other paper and documents necessary for the membership of the Society, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to forward the same to the Society.

10.1. 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 Apartment) of outgoings in respect of the project land and Building/s namely 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 clerk 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 outgoing 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 as provided hereinafter 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 the said Building is handed over after the settlement of the accounts and recovery of sale proceeds of all balance apartments of the Promoters as provided herein. Thereupon, the aforesaid deposit (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society, as the case may be.

10.2. **Completion of Project**

The Scheme of Development /Project shall be deemed to be completed only when all of the following is achieved:

(a) On completion of construction of all the building/s in the Project by consuming the present and future Aggregate FSI that may be permissible under D. C. Regulations and/or any other law for the time being in force;

(b) Receipt of the Occupation Certificates and Building Completion Certificate in respect of the Building/s;

(c) All conditions in the approved layout, or amended layout, sanctioned by M.C.G.M/local authorities, being complied with;

(d) All the apartments and NIL Car-parking space in the Free Sale Buildings being allotted and sold and all the monies (including purchase price) recovered by the Promoters.

(e) The Promoters hereby specifically disclose that if F.S.I. is increased under D.C. Regulations or otherwise and the same remains unutilised, the Promoter shall subject to Development Agreement with the Owner Society, be exclusively entitled to utilise or transfer such unutilized development potential or F.S.I. and other benefits by whatever name called either in form of T.D.R. or any other form permissible under the law and enjoy the same exclusively either by sale in open market or utilise the same on some other property as may be permissible under the law. In no event will the allottees or their Association/Society, as the case may be, be entitled to any such benefit of balance F,S,I, T.D.R. or development potential arising out of the Project Land/amended Layout under any circumstances.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts:-

(i) **Rs._____/-** being agreed legal charges and expenses (Non Refundable);

(ii) **Rs._____/-** for deposit of electric meter, cable, water meter sub-station etc., (Non Refundable);

(iii) **Rs._____/-** for betterment charges (Non- Refundable);

(iv) **Rs._____/-** for share money application entrance fee of the society.

(v) **Rs._____/-** Maintenance deposit (collected on the basis of area of the Apartment);

Rs._____/- Total (Inclusive of GST)

12. The Allottee will be enrolled/admitted as the member/s of the Society at the

written recommendation of the Promoters to the Society and upon full purchase price and other amounts and deposits being paid to the Promoters. The Allottee shall sign such Application Forms for membership, Declarations and Undertakings as may be required by the bye-laws of the Society and the Maharashtra Co-operative Societies Act, 1960 to enrol the Allottee as member/s of the Society.

13. After completion of the Project as mentioned hereinabove, the Members of the Society have taken possession of the their New Apartments in the New Building and allottees of the Developers' Apartments and Developers' Car-parking Spaces in the New Building have been admitted as members of the Co-operative Society, the Co-operative Society, shall take over complete responsibility for the management of the Land and the New Building and shall be solely responsible for collection of dues from its members and for disbursements of such collections in relation to the Land and the New Building including payment of Municipal taxes, salaries of the employees charged with the duties for the maintenance of the New Building to the intent that the Land and the New Building shall be kept free from all claims, attachments and sales or other legal encumbrances, charges and liens, irrespective of the fact whether the transfer of the Land and the New Building in favour of the Co-operative Society has taken place or not and whether or not the Allottee and the other allottees of the other apartments are made members of the Co-operative Society and irrespective of the fact whether the Co-operative Society fails to perform its obligations mentioned hereinabove, the Promoters in any event shall stand absolved from their responsibility of managing the Building, receiving and/or paying the outgoings including the Municipal Taxes and the incidental costs, expenses and charges connected with the maintenance, administration security of the Building, or otherwise for any reason whatsoever. The Allottee hereby agree/s indemnify the Promoters in that behalf.

14. 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 this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
ii. The Promoters 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 herein above;
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 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 Promoters have 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;

vi. The Promoters 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 Allottee created herein, may prejudicially be affected;

vii. 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated by this Agreement;

ix. After completion of the Project as mentioned hereinabove and at the time of settlement of accounts with the Society and after recovery of sale proceeds of all balance Apartments of the Promoters the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of Allottees;

x. 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 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.

15. The Allottee or himself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows:-

i. 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. 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.

iii. 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 Promoters 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.

iv. 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 Promoters and/or the Society or the Limited Company.

v. 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.

vi. 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.

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his 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 Apartment is situated.

viii. 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sublet, 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 Promoters under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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.

xi. Till settlement of accounts and transfer of the building in which Apartment is situated to Society as mentioned hereinunder, the Allottee shall permit the Promoters 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.

xii. Till settlement of accounts with the Society and after recovery of sale proceeds of all balance Apartments of the Promoters as mentioned hereinunder after completion of the Project as mentioned hereinabove, the Allottee shall permit the Promoters 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.

xiii. The Allottee shall use the Parking Space when allotted for the purpose of parking his/her/their Motor Car and shall not enclose or cover permanently or use the Parking Space for any other purpose;

xiv. Not suffer to be done anything in or to the said Apartment or the Building, the terrace, staircases and common passages, or the open spaces thereof, which shall or may be contrary to or against the law or rules or Bye-laws of the State or Local Body or any other authority;

xv. Duly observe and perform all the terms and conditions as may be imposed by the State or Local Body or other Authority, including any further or increased levies, charge or taxes;

xvi. Not to let, sublet, sell, transfer, assign or part with his/her/their interest under or benefit of this Agreement or part with possession of the Apartment until all the dues payable by him/her/them/it to the Promoters are fully paid up and only if the Allottee has/have not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they/it obtains the previous consent in writing of the Promoters;

xvii. Not to demolish or cause to be demolished any walls or other structures at any time or make or cause to be made any new

construction, additions or alterations of whatsoever nature on or in the said Apartment or the New Building or any part thereof, or change the elevation or the colour scheme of the Building, without the previous consent in writing of the Promoters and if it is found that the Allottee has/have acted contrary to the various covenants under this Agreement or as a result thereof the Local Body or other Authority refuses or objects to the grant of Building Completion Certificate, in any such event, the Allottee shall become liable to arrange for and obtain the same at the cost and expenses of the Allottee, and the Promoters shall be absolved from their responsibility of obtaining the Building Completion Certificate and Occupation Certificate, and shall not be liable to other allottees of the apartments and Premises in the New Building, in that behalf.

16. The Allottee hereby further agree/s and covenant/s that:-
The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the Flat, hereby covenants with the Developer as follows:

(a) None of the stilt car parking areas shall be covered or shall be used for any purpose other than parking. Bicycles and two wheelers owned by Members or their servants shall be parked within the allotted parking boundary without creating any hindrance to any members and their vehicles.

(b) The user of Apartments shall be exclusively residential and no Member shall be allowed to carry out any kind of commercial activity in the Apartments.

(c) No Allottee shall encroach upon any toilet/sewerage/drainage duct area by putting a floor plate/slab/platform in the plumbing/draining duct area.

(d) No Allottee/Member shall be permitted to put any additional iron/wooden/ metallic/plastic grill on decks, windows, terraces, toilet ducts or anywhere beyond the elevation of the building. The Promoters have provided uniform grills to all the Apartments, the same shall be maintained without any changes in shape, design, location and colour.

(e) All Allottees/members shall use dry balcony areas to dry clothes at the given specific location.

(f) Once any Allottee has started occupying the Apartment, all other members will have to keep all the construction/furnishing materials/debris including cement, sand, bricks/blocks, marble in their Apartment or out of the building. No open spaces shall be allowed to be used for storing any materials/debris inside the building.

(g) The Society's name would remain as **"Indrasukh Co-Operative Housing Society Limited"** and the building name would remain as "Lashkaria Indrasukh" and the said name shall not be liable to be

changed by the society or its members. Further, the Promoters shall be engraving their name or logo in the lobby and at one or more places in the said building and the said name and/or logo will be retained in the said building forever. Moreover, the Society or its Members shall not change or remove such names or logo put up by the Promoters.

(h) No servants, drivers etc shall be allowed to stay or sleep overnight in any of the common premises of the Building.

(i) No common places and parking shall be allowed for use of storage of any kind of household matter.

(j) All the lifts in the building shall be kept in working condition for use 24 hours a day and 7 days a week.

(k) No member or the Society shall have any right to display any hoarding on the terrace or grant any right to any cellular based company for use of any part of the building or compound.

(l) All members can install ACs only in assigned places and shall compulsorily provide a technically proper piping arrangements for removal of drain water of ACs through drainage piping provided for AC water.

(m) Professionals like Chartered Accountants, Lawyers, and Doctors etc. staying in the Building are also not allowed to use their Apartments/ building premises for any business / commercial activities.

(n) No member can carry out any structural repairs etc. without the permission of the society. Any repairs, work on any of the common properties of the building including open area, parking, passages, cables, ducts, pipes, drainage, terrace, walls, floor, internet wire, security systems/wire, etc. shall not be permitted without the express written permission of the Society.

(o) No pets will be allowed to loiter freely in the building premises, lifts, lobby and other open area except when accompanied by a caretaker.

(p) No pigeon feeding, bird feeding/pet feeding shall be allowed anywhere within the building premises except inside the Apartment of the members.

(q) No plants shall be permitted and it shall be entirely the responsibility of the Apartment owner to ensure no water seepage/leakage, drip happen on any external façade or in other Member's Apartments. Any damage caused in this respect shall be repaired at member's expense.

(r) Members shall take full care of the proper maintenance of the lifts. Any damage/repair cost to the lifts shall be recovered from the member involved.

(s) The Society office premises shall only be used for the meetings of the society and no other purpose.

(t) All servant toilets/staff toilets shall be strictly maintained by the Society to ensure good cleanliness.

(u) Every Member shall take full care to ensure that no birds nest be created due to any addition/alterations in their Apartments or building premises.

(v) The terrace space in front of any/or adjacent to the Apartments in the Building, if any, shall belong exclusively to the occupant of the said Apartment and such terrace spaces are intended for the exclusive use of the respective Apartment owner. The said terrace shall not be enclosed by the Member without obtaining permission in writing of the Society as well as MCGM.

(w) No tarpaulins or no shed & would be permitted in any of the terrace area, flower bed and deck area of any member, at any time.

(x) No marble cutting/grinding noise shall be permitted inside the building 4 months after receipt of Occupation Certificate. Marble cutting shall be permitted only between 9.00 a.m. and 1.00 p.m. and 3.00 p.m. and 6.00 on weekdays only and members shall have to ensure that it is done with complete cleanliness and with minimal disturbance/noise to other members. This matter will be suitably agreed, decided and enforced by the Society.

(y) No parking allotment shall be transferred to anybody except bonafide members with society permission. Every Member should retain at least one parking with him/her.

(z) The Allottee shall be compulsorily required to submit at least 30 days in advance to the Promoters till receipt of Occupation Certificate from MCGM and afterwards to the society their total internal furniture, aesthetic, renovation, interior plans as submitted by their Project Architect before the commencement of any structural work. Only after receipt of the approval of the society/Promoters, the member shall be allowed to carry out the work strictly adhering to the plan accepted by the society.

(aa) The Allottee shall at all times and at the Allottee's cost and expenses keep all partition walls, sewers, drains, pipes of and in the said Apartment and appurtenances thereto, in good tenantable repair and conditions, and in particular so as to support, shelter and protect the other parts of the Building, and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Columns or make other structural changes in the Premises, save and except with the prior written permission of the Promoters and/or the Society.

(bb) The Allottee hereby confirms that prior to the execution of this Agreement, the Allottee has/have fully satisfied himself/herself/ themselves about the title of the Society and the Promoters and/or their predecessors-in-title to the Property described Firstly in the **First Schedule** hereunder written. The Allottee shall not be entitled to investigate the title any further hereafter or raise any objection or requisition on any matter relating thereto.

(cc) The Allottee hereby agrees to pay such further amount or amounts to the Promoters, if any, of such deposits or payments referred to above, get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Promoters. The Allottee shall not be entitled to claim or demand any rebate and/or concession on any account, in the price and consideration of the said Apartment payable by the Allottee to the Promoters under this Agreement. The Allottee agrees that he/she/they will be admitted as member/s of society only

on full payments made to the Promoters. The Apartment Allottee/ New Member/s will also contribute to the existing Fund of the Society on area/pro-rata basis apart from payment of share money, entrance fee etc. The Allottee shall have no claim upon all open spaces, lobbies, terrace, or other Apartments, children play area, club house, garages, parking spaces, common facility or amenity etc., (save and except the said Apartment) and the Parking Space which shall continue to remain the Property of the Promoters.

(dd) So long as the said Apartment shall not be separately assessed for Property taxes, water charges, and maintenance charges and other outgoings, the Allottee shall continue to pay to the Promoters, such sum or sums as may be determined by the Promoters calculated on the basis of carpet area of the said Apartment, as the proportionate share thereof and other outgoings mentioned in the **Fifth Schedule** hereunder written assessed on the Building. The decision of the Promoters in determining such proportionate share of the Allottee according to the carpet area of the said Apartment (including the common areas) shall be final and binding on the Allottee.

(ee) The Allottee hereby agrees that in the event of any amount by way of betterment charges, development charges or any other levy or as premium or security deposits, becomes payable to the Bombay Municipal Corporation or the Government, or Bombay Suburban Electric Supply Limited/Reliance Energy Ltd., Mahanagar Telephone Nigam Ltd., Mahanagar gas or to any other Public or Local Body, for the purpose of giving water, electricity, telephone connections or for any other utility, or any other tax or payment or any incidental charges of similar nature then the same shall be paid by the Allottee to the Promoters three months prior to scheduled date of possession of the said Apartment being given by the Promoters in respect of the Building, in proportion to the built-up area of the said Apartment and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Allottee. The Allottee agree/s to pay within 7 days of demand, without any deduction, objection or delay, such proportionate share of such deposits and costs to the Promoters.

(ff) The Allottee hereby agree/s that in case the Government of Maharashtra or the Central Government applies or levies Sales Tax or any other tax on the sale of Apartments/other Premises etc., and if any such tax becomes payable in relation to the said Apartment, the Allottee shall pay the same immediately on demand being made by the Promoters and if the same is remain unpaid or deposited by the Allottee with the Promoters then the Allottee shall not be entitled to be put in physical possession of the said Apartment. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid Sales tax or such other tax on sale of Apartments/offices etc., shall be that of the Allottee alone; with interest and penalty, if any, and any loss or damage arising to the Promoters on account of non-payment thereof in time or otherwise, by the Allottee shall be reimbursed to the Promoters on demand by the Allottee ;

(gg) The Allottee hereby also agrees to pay any G.S.T, TDS at the applicable rate together with interest and penalty, if any, or any such other tax duty fees cess that is payable by way of G.S.T, TDS. under these presents or otherwise in respect of sale of Apartment by the Promoters to the Allottee on demand by the Promoters without any demur. The Promoters shall not contribute anything towards such taxes, duties fees, cess. If however, the Promoters are compelled to pay such taxes, the Allottee shall reimburse to the Promoters such amount forthwith on demand and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Allottee. If the Allottee commit default in the payment of the GST, TDS and the interest and penalty, if any, thereon the Promoters shall be entitled to Withhold delivery of possession of the Apartment to the Allottee until the service tax and the interest and penalty are paid.

(hh) Time for payment of the GST and interest and penalty if any thereon is of the essence of the contract. The Promoters shall forward to the Allottee an intimation of the notice of demand received by them from the concerned Tax Authorities calling upon the Allottee to pay forthwith the amounts demanded under the said notice without any demur to the Promoters and the Allottee shall be bound to pay the said amounts within 8 (eight) days of the Promoters dispatching such intimation Under Certificate of Posting at the address of the Allottee as given in these presents. The Promoters will keep the original of such demand notice open for inspection by the Allottee at the office of the Promoters and such notice shall be conclusive and binding upon the Allottee and the Allottee agree not to dispute the same, and Allottee shall keep indemnified the Promoters against such tax claim payable by him and;

(ii) The allottee/s shall not to hang cloths for drying and/or any other purpose which may affect the work of the façade of the balcony;

(jj) save and except a name plate the allottee/s shall not affix/install/change/alter any sign, name or display boards, any hoardings, neon lights/light out or about the apartment and/or in any part of the Project (including façade and/or balcony/dry balcony/flower bed etc) without the prior written permission of the Developer and/or the Organisation;

(kk) The allottee/s shall not to cover or enclose in any manner whatsoever, refuge floor, the open terrace/s, the open balcony/balconies or chajjas or other open space/s (if any) forming a part of or appurtenant to the apartment. If the Allottee/s desires to affix/install grills to the windows of the apartment or grill/s or safety door/s to the main door of the apartment, then the Allottee/s shall obtain the prior written permission of the Developer and/or the Organisation, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Developer and/or the Organisation in that regard. It is further clarified that any such unauthorised act by the Allottee/s to cover the open deck / flower bed / dry balcony, terrace/s, or chajjas or other open space/s (if any) shall be at the sole risk and

responsibility of the Allottee/s as to costs and action, if any, by the authorities / Organisation and would also render the defect liability clause to be null and void & unenforceable;

(ll) not to encroach upon or make use of any portion of the **Project** / common area outside the apartment not agreed to be acquired by the Allottee/s;

(mm) After execution of this Agreement, the same will be presented and lodged with the Sub-Registrar of Assurances at Bombay for registration thereof by the Allottee, who shall pay the necessary Stamp Duty and registration charges and other fees in respect thereof, and shall intimate to the Promoters the lodgement number and date in case the Agreement is lodged by the Allottee, immediately thereafter, for the purpose of admitting the execution hereof by the Promoters. If the Allottee fails to do so, the Promoters shall not be responsible for the delay of non-registration thereof and the consequences arising therefrom.

(nn) The above conditions stipulated hereinabove are of the essence of the contract and upon the Allottee committing default in observing any of the conditions herein, the Promoters shall be entitled to terminate the agreement.

17. Automatic Termination of the Non-Defect Liability Clause 8.4 hereinabove: On breach of the following terms the same shall be rendered unenforceable qua the promoters on the happening of the following events as under:

17.1.1. Any additions and alterations in the Apartment and thereby causing structural changes to the original layout of the flat and further causing removing of any internal walls ;

17.1.2. The allottee/s shall not to change exterior elevation, façade or the outlay of the Project and / or the Apartment;

17.1.3. The allottee/s shall not install/construct/erect water storage tank/s in the Apartment;

17.1.4. not to construct/erect any brick or masonry wall / partition / loft / mezzanine in the Flat or to make any other structural additions or alterations of a temporary or permanent nature therein;

17.1.5. Such other damage caused by the allottees and their workers / civil interior designer contractor at the time and during the process of carrying out interior works.

18. 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 membership of the Co-operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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 handed over to the Society and until settlement of accounts with the Society and after recovery of sale proceeds of all balance Apartments of the Promoters as hereinbefore mentioned.

20. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:
After the Promoters executes this Agreement he shall not mortgage or create a charge on the Apartment 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 such Apartment.

21. 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 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.

22. 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.

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

24. 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. This Agreement will be binding upon and enure to the benefit of the Promoters, their administrators, successors and permitted assignees and will be binding upon the Allottee and his/their/its legal heirs, executors, administrators, successors and his/her permitted assigns.

25. 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.

26. 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 in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

27. 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.

28. PLACE OF EXECUTION :

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

29. The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

30. 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: _____

Address: _____

Notified Email ID: _____

Promoters name: **Lashkaria Housing & Infrastructure Pvt. Ltd.**

Address: **102, Diamond Apartment, Near Air India Building, New Link Road, Jogeshwari (West), Mumbai – 400 102.**

Notified Email Id: **lashkaria_group@hotmail.com**

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 or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. STAMP DUTY AND REGISTRATION CHARGES: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

33. DISPUTE RESOLUTION:- Any dispute between parties shall be settled amicably, in the case of failure to settle the dispute amicably, which shall be referred to the RERA Authority, Mumbai as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. 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 Mumbai Courts alone will have jurisdiction for this Agreement.

35. INCOME TAX PERMANENT NUMBER:

As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(a) The Promoters state as under:-

We are assessed to Income-Tax by the Ward No. _____ Mumbai, and the Permanent Account Number allotted to us is **AABCL9298B ;**

(b) The Allottee state/s as under:-

I/We, **(1)** _____ the Allottee within named, am/are assessed to Income-Tax by the Ward No._____, and the Permanent Account Number (PAN) allotted to me is; **1)** _____

In Witness Whereof the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Property / Land)

ALL THAT piece and parcel of agriculture land (as per present property card) and holding land admeasuring 3187 sq. mts. or thereabouts, hereinafter referred to as the 'said land' bearing Plot No. 143/4/B, C.T.S.No.831/14, Village Ambivali, Four Bungalows Road, Andheri (West), Mumbai – 400 053., of Talulka – Andheri in the Mumbai Suburban District, together with building known as **"INDRASUKH CO-OPERATIVE HOUSING SOCIETY LIMITED",** hereinafter referred to as 'the said buildings' standing thereon and comprised of 2 (two) buildings comprising of each building having wings viz Wing 'A', Wing 'B' , Wing 'C' & Wing 'D' , consisting 47 number of total Apartment/s, shops /office occupied by its members lying, being and situate on the said land, within the limits of the Mumbai Mahanagar Palika.

THE SECOND SCHEDULE ABOVE REFERRED TO
Description of the Apartment

All that residential Apartment No._____**,** _____ Wing, admeasuring approximately _____ square feet (RERA carpet area) i.e. _____ square meters, as per plans approved by the MCGM, on the _____ floor of the building known as **"Lashkaria Indrasukh"** standing upon the land land admeasuring 3187 sq. mts. or thereabouts, bearing Plot No. 143/4/B, C. T. S. No. 831/14, Village - Ambivali, Four Bungalows Road, Andheri, (West), Mumbai - 400 053.

THIRD SCHEDULE
of
Common Areas and Facilities

(i) The entire Project Land where the project "LASHKARIA INDRASUKH" is developed which is described Firstly in the First Schedule

(ii) The stair cases, ___ Elevators, staircase and lift lobbies, fire escapes, and common entrances and exits of building;
(iii) Common terraces, open parking areas
(iv) Proportionate share of the Building in the R.G. Area as per the approved plans
(v) The water tanks, pumps, motors, ducts and all apparatus connected with installations for common use

The FOURTH Schedule Above Referred To:

Common Expenses And Outgoings:

- The expenses of maintaining, repairing, redecorating, etc. of the main structure, gutters and rain water pipes of the Building, water pipes, lift and electric wires in, under or upon the Housing project and enjoyed or used by the Apartment/Other premises holder/s in common with the other occupiers of the Apartment and the main entrance, passages, landings, lift and staircases of the Housing project as enjoyed by the Apartment /Other premises holder/s used by him/her/them/it in common as aforesaid and the boundary walls of the Housing project, compound, etc.
- The cost of cleaning and lighting the passages water pumps, landings, staircases, common lights and parts of the Housing project used by the Apartment/Other premises holder/s in common as aforesaid.
- The cost of salaries of cleaning and lighting the passages, water pumps, landings staircases, common lights and parts of the Building used by the Apartment holder/s in common as aforesaid.
- The cost of salaries of clerk, bill collectors, security men, pump men, sweepers, gardeners etc.
- The cost of working and maintenance of common lights, water pump, lift and other service charges.
- Deposits for Building's water meter, electric meter, sewer line etc.
- Municipal and other taxes, such as water charges bills, electric charges bills, levy and revenue, N.A taxes etc.
- Such other expenses, as are necessary or incidental for the maintenance and upkeep of the Building including Gymkhana/ recreation facilities.
- Amounts referred to be paid in advance quarterly, half yearly, and yearly for the use and occupation of Apartment /other premises whether the said Apartment /s remains closed/ unoccupied by the purchaser maintenance charges, if any will be paid according to the bye-laws, rules and regulations which the Promoters may make from time to time.

SIGNED SEALED AND DELIVERED)

by the withinnamed the Promoters')
M/s. Lashkaria Housing & **)**
Infrastructure Pvt. Ltd. **)**
through its Director)

Mr. Arshad. Lashkaria **)**
Authorized by Resolution dated _____)
in the presence of :)

1.)
2.)

Signed and Delivered)
by the withinnamed Allottee/s)
in the presence of)
1.)
2.)

RECEIVED the day year first _____)
hereinabove written of and from the withinamed)
Apartment purchaser/s Allottee a sum of)
Rs._____ /- **)**
Rupees:- **_____Only_____** **)**
being the amount of earnest money to be paid by)
them to us by cash/cheque No._____)
on _____)
dated.: _____) **Rs._____/-**
(Subject to realisation of cheque))

WE SAY RECEIVED

For M/s. Lashkaria Housing & Infrastructure (P) Ltd.

(Director's)

Receipt

Received of and from the within named Allottee, on or before the date hereof, the sums aggregating to **Rs. _____/- (Rupees:- _____ Only)** as per details given in the Table herein below, being the earnest money agreed to be paid by the Allottee to us.

Sr No.	Cheque No.	Date	Amount (in Rs.)	Bank and Branch
1				
2				
3				
4				
		Total		

I Say Received,

For Lashkaria Housing & Infrastructure Pvt. Ltd

(Director)

Dated this _____ day of _____, 2023

A G R E E M E N T F O R S A L E

B E T W E E N

M/s. Lashkaria Housing & Infrastructure Pvt. Ltd.

……**The Promoters**

A N D

Mr./Mrs./M/s._____

_____

Address_____

_____

_____

…….**The Purchaser/s**

Apartment No._____ on _____ floor with/Parking space No._____ on ____ Podium of **'Lashkaria Indrasukh'**

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land admeasuring 3187 sq. mts. or thereabouts, hereinafter referred to as the 'said land' bearing Plot No. 143/4/B, C.T.S.No.831/14, Village - Ambivali, Four Bungalows Road, Andheri (West), Mumbai – 400 053., of Taluka – Andheri.

KIMAYA M. PRAJAPATI
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Mumbai – 400 070
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