

if within a period of 5 (five) years from the date of handing over of the said Flat to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Flat or the said building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat or any part thereof in the said Flat and/or the said new building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.

37. The Promoters have agreed to provide in the said Flat the amenities as per list annexed hereto as **ANNEXURE "H"**. The Promoters reserves rights to add/remove/change any items/brands of such amenities at their sole discretion. As the Promoters are not charging any additional amount for such amenities, the Allottee/s shall not be entitled to claim any amount as compensation/damages or under any other nomenclature for not providing all or any amenities as per the list annexed hereto.
38. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space only for purpose of parking vehicle.



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39. The Allottee/s shall have no objection with respect to usage of the open space in front of the Allottee/s of the respective Flat /units staircase/lobby. The same shall be maintained by the prospective Allottee/s.
40. The Allottee along with other allottee(s) of flats in the building shall become members 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 papers and documents necessary for becoming a member, 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 help Allottee become a member of the said society. 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.
41. It is clarified agreed, understood and confirmed by and between the parties hereto that the unsold Flat including car parking spaces in the said building shall at all times, including after the Full Occupation Certificate, be and remain the absolute property of the Promoter, and the Promoter shall become member of the said Society, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the said Society, shall object to or dispute the same. The Allottee/s herein further agree/s that the Promoter, on intimating the said Society, the name or



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names of the Allottee/s or acquirer/s of such unsold Flat, etc. and the said Society shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, as the case may be, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the said Society/, save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Flat directly to the Authority. It is clarified that the Promoter shall not be liable to pay any other amounts in respect of the unsold Flat adequate provisions for the above shall be made in the said documents of transfer.

42. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) The Promoters hereby declare that they are entitled to use the available FSI and T.D.R., for construction of the said new building on the said Property;
- (b) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the newly constructed building is transferred. The Promoter



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shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter chooses and the Allottee/s hereby agrees to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the Flat agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

- (c) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) ,Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs,



charges and payments, and neither the Allottee/s herein, nor said Society, shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (d) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the Promoter on various aforesaid occasions, upto the date of receipt of full Occupation Certificate of the said new building as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper.

- (e) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after full Occupation Certificate is received till the work of additions and alterations above is completed in full and possession of such Flats etc., are handed over to the respective Allottee/s of such Flat etc. The



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Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

- (f) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky (save and except water storage tanks) for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this clause. The Allottee/s shall not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks due to height restriction from civil aviation, the Promoter may suggest machine less elevators and hydro pneumatic water system.
- (g) All such new and additional tenements, units, Flat, buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the said Society, shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the society shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;



- (h) Upto the date of receipt of full Occupation Certificate, the Promoter shall be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even post receipt of full Occupation Certificate. Such addition, structures or floors, shall be the property of the Promoter, and the Promoter shall be entitled to deal with, dispose of the same in any manner as the Promoter may deem fit without adversely affecting the Flat of the Allottee/s even after transfer of the said new building.
- (i) The Promoter shall subject to the terms of the aforesaid Development Agreement be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (j) It is further agreed between the parties that in case if any future benefits in the form of any subsidy and/or concession and/or any increase in FSI or otherwise is/are available with respect to the said property



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during the time of construction and/or after the obtainment of Occupation Certificate then in that event existing members shall only be entitled to such benefits of the said Promoter and it has been explicitly agreed by the Allottee/s shall never claim and/or demand any right/s whatsoever for any such benefits as stated therein.

- (k) The Allottee/s hereby expressly permits to the Promoter re-aligning, re-designing the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. The building, is completed earlier then the scheduled time of completion mentioned herein under, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the Schedule hereunder written or till the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and Allottees of Flat are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to convey the building in favour of the said Society and the Allottee/s agree/s not to raise any demand or dispute or objection in that behalf.

- (l) The Promoter shall be entitled to amalgamate the said plot of land/ property with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs,



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approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Plot of land/said property by the Promoter;

- (m) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoter/s due to the same or on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and affecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (n) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their Flat on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.
- (o) The Promoter shall be entitled to grant any right of way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be constructed by



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the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.

- (p) The Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office Allottee/s or the estate or said Society/, shall not raise any objection thereto.

- (q) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Flat



and the said building secured in all ways. The Allottee/s hereby agree/s and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the Flat shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Flat hereby agreed to be purchased by the Allottee/s.

- (r) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.

43. It is further agreed by the Allottee/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage inside of the said Flat and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the said Society or of any appropriate authority, required, if any, in case of waterproofing of the entire floor of the said Flat to be



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carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Flat and that plans and details for interior work should be submitted to the Promoter and/or the said Society, for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the said Society.

44. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MCGM or to the State Government or any other competent authority or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Flat agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

45. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said flat shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.

46. The Allottee/s has taken inspection of all relevant documents and has satisfied themselves fully in respect of the Promoter's title to the said property and the Promoter's title to the develop the said Property prior to the execution of this Agreement and the Allottee/s doth hereby accept/s

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the same and agree/s not to raise any requisition or objection/s or dispute relating thereto at any stage; and agrees, declares and confirms that the Allottee/s has/have entered into this Agreement out of his/her/their own free will and without any coercion, and after reviewing the draft of this Agreement has understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement. The Allottee/s has also obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

47. The Promoter shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof.

48. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows: -

- i. The Promoter is entitled to development rights with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite



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approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the plot of land/said property or the project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said 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, plot of land/said property 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, plot of land/said property and said building/wing shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, plot of land/said property, Building/wing and common areas;
- vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the plot of land/said property, including the project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

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- ix. At the time of hand over of management to the said Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Society;
- x. The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) have been received or served upon the Promoter in respect of the plot of land/said property and/or the project except those disclosed in the title report.
49. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat may come, do hereby covenant with the Promoter as follows:
- a. To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat itself or any part thereof;
- b. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are



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so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;

- c. To carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- d. Not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- e. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in

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or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the said society and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the society for the same;

- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the said Building;
- h. That I/we shall not keep and/or maintain any gardening pots within the outer facade of the said building.
- i. No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or podium of the said building and/or in the compound of the said building by any of the apartment holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the allottees/apartment holders of the Flat in the said building to install equipments such as dish



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antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the parking of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.

- j. The refuge area adjoining to lobby / staircase / Flat (hereinafter referred to as "**the Refuge Area**"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the apartment Allottee Society. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottees in the building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, staircase leading to such Refuge area and/or any floors.
- k. The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions.
- l. Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;
- m. 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 Flat by the



Allottee/s viz. user for any purposes other than purpose for which the same is allotted;

- n. The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Flat or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Flat or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter;
- o. The Allottee/s shall observe and perform all the rules and regulations which the / Society, may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said property and new building, the said Building and the said Flat 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society/, regarding the occupation and use of the said Flat in the said 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;
- p. Till the handover of management of the property to the Society, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said property and the said Building or any.



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S. S. Secretary
A. M. Chairman

- q. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agree/s to reimburse the same to the Promoter in proportion to the area of Flat/ Parking space etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- r. The Allottee/s shall insure and keep insured the said flats, against loss or damage by fire of any other calamities for the full value thereof.
- s. The Allottee/s agree/s 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.
- t. In case MSEB / Reliance / Tata Power / Adani 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 Allottee/s in proportion to the area of their respective Flat agreed to be acquired by them.
- u. To indemnify and keep indemnified the Promoters against any losses that may be caused to him on account of fire, lift mishap, illegal activities, interior work, damage to the said Building on account of negligence/non - maintenance or like nature until the Occupation Certificate with respect to the said property and said building is obtained.
- v. Until the handover of management to the Society as aforestated, the Promoter shall control the management of the said building, realisation of outgoings and the disbursements of the payments to

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be made. The Allottee/s alongwith other apartment/parking space Allottee/s will not have any objection to the aforesaid right of the Promoter.

50. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter's sole and absolute discretion:

- (a) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time.
- (b) have a right to terminate this agreement for sale in the event of happening of any one or many of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter 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 have 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 Promoter and/or persons associated with the Promoter.
- (c) to decide from time to time when and what sort of document of transfer should be executed in whose favor and to transfer and/or to cause to be transferred, the said building in favour of the Society.



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Secretary
Chairman

- (d) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s, 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.

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

52. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter 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 Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the

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Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation, whatsoever.

53. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said Flat agreed to be allotted to the Allottee/s.
54. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said Flat and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoter to the Allottee in any documents, brochures, hoarding etc. and /or through on any other medium.
55. 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 flats in case of a transfer, as the said obligations go along with the flats for all intents and purposes.
56. The Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the said Society shall at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to



the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the Society shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

57. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the Flat agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other Flat and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirm/s and consents to the irrevocable right of the Promoter, to develop the said property including the said old building on the said property, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon handing over management to said Society/ as contemplated under the RERA or any other relevant statutory act.

58. The Promoters shall handover a set of certified copies of approved plans along with the BCC/OC to the said Society who shall maintain and preserve documents and plans received from the Promoters. Further, the society shall carry out necessary structural audit reports and fire safety audit/s at regular intervals as required by law through the authorized agency/agencies as stipulated by MCGM.

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59. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and the said building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the management is handed over to the said Society as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of Flat as herein stated.
60. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
61. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter or its nominees shall attend the Office of the Sub-Registrar and admit the execution thereof.
62. The Promoter 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. In case any structural defect or any other defect in workmanship quality or provisions of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the



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Chairman


Secretary


Treasurer

promoter within a period of five years by the allotted from the date of handing over possession.

64. The Allottee/s is aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agree/s and undertake/s to pay the same if and when becomes payable.
65. 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.
66. The Allottee/s hereby declare/s that he/she/it/they has/have gone through the Agreement and all the documents related to the said Flat purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this Agreement.

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

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

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Secretary
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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.

69. Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.
70. 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.
71. 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/s, and after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
72. The Allottee/s and/or Promoter shall present this Agreement 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.



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Chairman
Secretary
Treasurer

73. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of posting at their respective addresses specified below:

(1) Name: _____

Address: _____

Notified Email ID: _____

(2) Name: _____

Address: _____

Notified Email ID: _____

It shall be the duty of the Allottee/s and the Promoter 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 Promoter or the Allottee/s, as the case may be.

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Secretary
Chairman



74. The stamp duty, registration charges and/or any other incidental costs and charges on this Agreement and/or otherwise shall be paid by the Allottee/s.
75. 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 to consider as properly served on all the Allottees.
76. The Permanent Account Numbers of the parties hereto are as under:

NAME	PERMANENT A/C. NO.
A. SHANTPRABHA CO-OPERATIVE HOUSING SOCIETY LIMITED:	AAYAS8243G
B. ALLOTTEE/S	

(1)

(2)

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
("The Said Property")



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 Chairman
 Secretary
 Treasurer

All that piece and parcel of land bearing CTS No. 286, Survey No. 92, Hissa No. 4(pt), admeasuring 2003 sq. yards i.e. 1674 sq. mtrs or thereabouts and 1794 sq. meters or thereabouts as per Property Registered Card,, Village: Pahadi Goregaon (East), Taluka: Goregaon in the Registration District and Sub-District of Mumbai Suburban, together with building/s standing thereon known as Shantprabha CHSL, situate, lying and being at Pahadi School Road No. 2, Aarey Road, Goregaon (E), Mumbai – 400063

On or towards the North : 23.83 m (Plot 287, Bldg Rasik Apartments G+3)

On or towards the South : 18.93 m (Road)

On or towards the East : 76.69 m (Plot 285 Chawl, 277B Bldg Dudhwala Tower G+7)

On or towards the West : 79.12 m (Road Pahadi School Road No 2)

THE SECOND SCHEDULE ABOVE REFERRED TO:

(“The Said Flat”)

Flat No. _____, admeasuring _____ sq.ft. equivalent to _____ sq. mtrs. (RERA Carpet Area), on the _____ floor, in the building to be known as “**SHANTPRABHA**” to be constructed on the said land more particularly described in the First Schedule hereinabove written.

SIGNED, SEALED AND DELIVERED) PHOTO LEFT HAND
By the withinnamed “**PROMOTER**”) THUMB
IMPRESSION

SHANTPRABHA CO-OPERATIVE)
HOUSING SOCIETY LIMITED)

Through its partner/represented by)

Signature: _____)

--	--

Treasurer
Secretary
Chairman
SHANTPRABHA CHS LTD.



(2) _____)

Signature: _____)

--	--

(3) _____)

Signature: _____)

--	--

In the presence of)

1.....)

2.....)

SIGNED, SEALED AND DELIVERED)

By the withinnamed: "ALLOTTEE/S")

1. Mr./Ms./M/s. _____)

Signature: _____)

--	--

2. Mr./Ms./M/s. _____)

Signature: _____)

--	--

In the presence of)

1.....)

2.....)



RECEIPT

RECEIVED the day and year first hereinabove written of and from
the withinnamed Allotee/s the sum of Rs. _____/-
(Rupees _____
_____ only) vide cheque no. _____ dated
_____ drawn on _____ Bank
_____ Branch as and by way of earnest
money as mentioned hereinabove to be paid by
him/ her/ them to us.

WE SAY RECEIVED

(PROMOTER)



SHANTPRABHA CHS LTD.
Treasurer *[Signature]*
Secretary *[Signature]*
Chairman *[Signature]*

DATED THIS ____ DAY OF _____ 20____

BETWEEN
SHANTPRABHA CO-OPERATIVE HOUSING
SOCIETY LIMITED

AND
SHRI/SMT./M/S. _____

AGREEMENT FOR SALE

SHANTPRABHA CHS LTD.
Patil Treasurer *SSW* Secretary *Abhish* Chairman

