



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this ____ Day of _____ 2023 BETWEEN **M/S. SHIVCORP INFRA (OPC) PVT. LTD.**, a One Person Company having their office at A/102, Moti Vihar, N.S. Road, Boadke Building, Mulund (West), Mumbai - 400 080, through its Director **SHRI SHYAM H. THAKUR**, hereinafter referred to as "**THE DEVELOPER**" (which terms and expression shall unless it to be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the ONE PART

AND

(1) _____, age ____ years, (2) _____, age ____ years, both Indian inhabitants, residing at _____, hereinafter called "**THE PURCHASER/S**" (Which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS in conformity with the Deed of Conveyance dated 16/3/1988, duly registered in the office of the Sub-Registrar of assurances at Mumbai, vide Registration No. PBBJ/1740/1988, The GURU ASHISH CO-OPERATIVE HOUSING SOCIETY LTD; became an absolute owner/s of the land hereditaments and premises of a free hold tenure bearing Survey No17, Hissa No.3, C.T.S. No. 434, admeasuring 726 sq. yards i.e. 607 sq. mts. being in the revenue Village Mulund (East), Taluka-Kurla, Mumbai Suburban District, situate and lying at Gawanpada, Off 90 Feet Road, Mulund (East), Mumbai- 400 081 and more particularly described in the **First Schedule** (hereunder written and hereinafter referred as "**the said property**") and more particularly described in the First Schedule written hereunder and delineated on the **plan** thereof hereto annexed and marked as **Annexure 'A'** and therein surrounded by Red colour boundary line.



AND WHEREAS even though Conveyance is executed, till today the Society's name is not incorporated in P.R. Card of the said property.

AND WHEREAS the building of the said Society have been assessed by the Municipal Corporation of Greater Mumbai under Assistant Assessor and Collector, "T" ward Mulund under Account No. TX0113080570000 .

AND WHEREAS the said existing building belonging to the Society became very old (i.e. nearly ____ years old) and in dilapidated condition and requires extensive repairs besides which several works of improvements are required to be carried out to the building structure and cost of such repairs and renovations and improvements is considerable and the members of the Society are not interested to raise the funds for carrying out the work of repairs, renovation and improvements and therefore, the Society members opted for redevelopment of the said Property by demolishing the said Building and construction of new Building (hereinafter referred to as "**the said New Building**") by utilising the FSI originating from the said Property additional FSI (including TDR, Fungible FSI or by whatever nomenclature such FSI is referred to under the DCPR 2034) up to the maximum potential of the said Property- inter-alia, for the benefit of its members had invited offers for the same instead of carrying out repairs repeatedly .

AND WHEREAS by and under **Development Agreement**, dated _____, registered in the office of the Sub-Registrar of Assurances at Kurla, under Serial No. _____, of 2022, for the consideration and on the terms, conditions and consideration mentioned therein, the said Society through its office bearers and consenting members of the Society granted the re-development rights in respect of the said Property to the Developers herein **M/S. SHIVCORP INFRA (OPC) PVT. LTD**, a One Person Company, duly registered, having their office at A/102,Moti Vihar, N.S.Road, Boadke Building, Mulund (West), Mumbai -400 080. through its Director **SHRI SHYAM H THAKUR**.



AND WHEREAS the said Society through its office bearers also granted to the partners of the Developers, a General **Power of Attorney** dated _____, registered in the office of the Sub-Registrar of Assurances at Kurla, under Serial No. **KRL-**_____ and delegated various powers for doing various acts, things and matters in respect of the said property.

AND WHEREAS the building plans to be constructed on the said property are approved by the Municipal Corporation of Greater Mumbai and IOD has been obtained bearing No. _____ dated _____ and C.C. bearing No. _____ has been obtained on _____. (copies whereof is annexed hereto and marked as **ANNEXURE "B"** .

AND WHEREAS as a result of the said Agreement/s, orders, IOD, the Developers alone are entitled and enjoined upon to construct building/s on the said Property by demolishing the existing structures standing on the said Property.

AND WHEREAS the Developers intend to construct on the said Property multistoried building/s consisting of different components for open sale in the market. (Hereinafter referred to as "the Said Building/s").

AND WHEREAS the Developers alone have the exclusive rights to sell the Premises in the said buildings to be erected in the said Property and to enter in to Agreements with the purchaser/s of the Premises and to receive the sale price in respect thereof.

AND WHEREAS the Developers have entered into a standard agreement with their Architect _____, who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Developers accepted the professional supervision of the Architect and the Structural Engineer till completion of the Building.



AND WHEREAS by virtue of the above referred documents, the Developers alone have the exclusive rights to allot premises to all members of the Society and further sell the Premises in the said building to be erected in to the said Property and to enter in to Agreements with the prospective Purchasers of the premises and to receive the sale price in respect thereof.

AND WHEREAS the Developer is in possession of the project land.

AND WHEREAS the Purchaser/s demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said Property, the said Development Agreements, approved plans, designs and specifications prepared by the Developers' Architects and of such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the rules made thereunder.

AND WHEREAS copies of the P.R. Card, Revenue Records showing nature of title of the Developers to the said Property on which the building/s are to be constructed, Copy of IOD/C.C., the copies of Certificate of Title issued by the Advocate of the Developers, and Copies of plans and specifications of the Premises agreed to be purchased by the Purchaser/s and approved by the concerned municipal authorities have been annexed hereto and marked as **Annexure "A", "B" "C" and "D"** respectively.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Property and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Developers have accordingly commenced construction of the said building in accordance with the said plans.



AND WHEREAS the Purchaser/s is/are interested in purchasing and the Developer agreed to sell to the Purchaser/s , the residential premises bearing **Flat premises No. _____ in "_____" wing, on the _____ floor** of the Building to be erected on the said Property and to be known as " ".more particularly described in the **Second Schedule** hereunder written of the building to be constructed by the Developers in the said Property. [hereinafter referred to as "the said Premises"];

AND WHEREAS prior to the execution of these presents the Purchaser/s has paid to the Developers a sum of **Rs. _____/- (Rupees _____ only)**, being the **part payment** of price of the Premises agreed to be sold by the Developers to the Purchaser/s as advance payment or deposit (the payment and receipt whereof the Developers Do and each of them DOTH hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developers balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Developers has agreed to register/ registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority under no. _____.

AND WHEREAS, under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Premises with the Allottee/Purchaser/s , being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Premises and the garage/covered parking (if applicable)



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO as follows:-

1. The Developers shall construct the said Building to be known as "_____", consisting of _____ part Ground/Stilt and upper floors on the said Properties in accordance with the plans, designs and specifications prepared by their Architects _____ and approved by the Municipal Authorities under IOD bearing No. _____ dated _____ dated AND Commencement Certificate No. _____ dated _____ and approved by the Municipal Authorities from time to time and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them, except any alteration or addition required by any Government authorities or due to change in law.

2. The Purchaser/s agree to purchase from the Developers and Developers hereby agree to sell to the Purchaser/s one **Flat Premises bearing No. _____**, having wall to wall Carpet area of _____ sq. ft. or thereabouts (inclusive of the area of balconies) (RERA area _____ sq.ft. carpet) in the "_____" wing on the _____ floor of the Building and shown in the floor plan thereof hereto annexed and marked Annexure "D" (hereinafter referred to as "the Said Premises").

" Rera Carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the Premises.



The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the Purchaser/s to the Developers works out to Rs. _____/- (Rupees _____ only). The said amount of the consideration of the said premises shall be paid by the Purchaser/s to the Developers in the following manner that is to say-

The said consideration of the said premises shall be paid by the Purchaser/s to the Developers in the following manner that is to say-

i. Rs. _____/ (Rupees _____ only) (not exceeding 10% of the total consideration paid on or before execution hereof. (the _____ payment and Receipt whereof the Developer DO hereby admit and acknowledge).

ii. Rs. _____/ (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Developers after the execution of Agreement

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

iv. Rs. _____/ (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located. (total _____ slabs, _____/% on each slab)

v. Rs. _____/ (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Premises.

vi. Rs. _____/ (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.



vii. Rs. _____ / (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises are located.

vii. Rs. _____ / (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises are located.

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

BOOKING AMOUNT	10.00%
UPON AGREEMENT	20.00%
UPON PLINTH COMPLETION	15.00%
UPON 1ST SLAB	3.25%
UPON 2ND SLAB	3.25%
UPON 3RD SLAB	3.25%
UPON 4TH SLAB	3.25%
UPON 5TH SLAB	3.25%
UPON 6TH SLAB	3.25%
UPON 7TH SLAB	3.25%
UPON 8TH SLAB	3.25%
UPON 9TH SLAB	3.25%
UPON 10TH SLAB	3.25%
UPON 11TH SLAB	3.25%
UPON 12TH SLAB	3.25%
UPON 13TH SLAB	3.25%



UPON 14TH SLAB	2.25%
UPON BRICKWORK	5.00%
UPON PLASTER AND PAINT	2.50%
BAL BEFORE POSSESSION	2.00%
	100.00%

(Time for payment of each installment being the essence of this contract).

The Purchaser/s shall deduct TDS, applicable by law from the total consideration of this Agreement and deposit in the appropriate Bank. The Purchaser/s shall produce TDS certificate to the Developers in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall form a part of the total consideration under this Indenture.

The Total Price above excludes Taxes (consisting of tax paid or payable by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project.

3. 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 Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

4. The Sale Consideration and all other taxes, amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the



contract. The Developer shall, in respect of the Sale Consideration and any other amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement will have a first lien on the said 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 favor of the Purchaser, that only in the event the Total Consideration as aforesaid, including all other taxes and amounts payable by the Purchaser hereof are paid by the Purchaser/s/ to the Developers and Purchaser has/have furnished to the Developers the requisite Form 16B for all amounts of TDS, shall the Purchaser has or be entitled to claim any rights under this Agreement and/or in respect of the said Premises.

5. The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ _____ % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Developer.

6. The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s 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 Developers. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s 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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developers shall demand additional amount from the Purchaser/s 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 1, 2(a) of this Agreement.



7. The Purchaser/s authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

Note: Each of the installments mentioned above shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

8. The Developers hereby agree to observe, perform and comply with all the terms, conditions 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 said premises obtain from the concerned local authority occupation and/ or Completion Certificates in respect of the said Premises.

9. Time is essence for the Developers as well as the Purchaser/s. The Developers shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers as provided in clause No.2 herein above. ("Payment Plan").

10. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only The Developers hereby declare that no part of the floor space index of the said Properties has been utilised by them elsewhere for any purpose whatsoever. The Developer planned to utilize FSI by availing TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various



scheme as per DCPR-2034 or based on expected increase FSI , which may be available in future due to modifications in DCPR-2034 applicable to said project.

11. If the Developers fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s, the Developers agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession.

12. It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Financial Institution/Lender. Any delay in receiving the installments from the Purchaser/s or the Financial Institution/Lender for any reason whatsoever will entitle the Developers to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time on the outstanding amount.

13. Without prejudice to the right of Developers to charge interest in terms of sub clause ___ above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developers shall at their own option, may terminate this Agreement. Provided that, Developers shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this agreement. Provided further that upon termination of this Agreement as



aforesaid, the Developers shall forfeit ____% of total paid amount and then shall refund remaining paid consideration amount to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser/s to the Developers.

14. The Developers declare that as on this day the title to the said Property is clear, marketable and free from encumbrances and reasonable doubts. The Developers have obtained the title certificate of the said Property from their Advocate, the copy whereof is hereto annexed and marked as **Annexure "C"**.

15. The Developers hereby agree that they shall before handing over possession of the premises to the Purchaser/s make full and true disclosure of the nature of their title to the said Properties as well as encumbrance, if any, including any right, title, interest or claim of any third party in or over the said Properties and shall as far as practicable ensure that the said Properties is free from all encumbrances.

16. The fixtures, fittings and amenities to be provided by the Developers in the said Premises are those that are set out in **Annexure "E"** annexed hereto.

17. The Developer shall give possession of the said Premises/Apartment to the Purchaser on or before..... day of 20____. If the Developer fails or neglects to give possession of the said Premises/Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the said Premises/Apartment with interest at the same rate as may mentioned in the clause 14 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.



Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Premises/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, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

At the request of the Purchaser , the Developer shall give Notional (soft) possession of the said Premises to the Purchaser prior obtaining OC, for work of furniture and interior.

18. Procedure for taking possession - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the [premises/Flat], to the Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Developer shall give possession of the said premises to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or association of Purchaser/s, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 15 days of receiving the occupancy certificate of the project.

19. The Purchaser/s shall take possession of the said Premises within period of 15 days of the Developer giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation with Occupation Certificate.

20. Failure of Purchaser/s to take Possession of said Flat: Upon receiving a written intimation from the Developers as per clause 14, the Purchaser/s shall take possession of the said flat from the Developers by executing necessary



indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the [premises /Flat] to the purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 15 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

21. If within a period of five years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act PROVIDED no structural changes/modifications are done by the Purchaser/s.

22. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for the purpose of residence.

23. Purchaser shall use the garage or parking space, allotted if any, only for purpose of for parking their own vehicle.

24. The Purchaser/s along with other Purchasers of the Premises in the said building shall join in existing Society or join in forming and registering the Society to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or Membership and other papers and documents necessary for admission/formation and registration of the Society for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Developers within 8 days of the same being forwarded by the Developers to the Purchaser/s, so as to enable Developer to register the organization of the Purchaser/s or to admit to membership rights of the existing Society, as the case may be. No objection shall be taken by the Purchaser/s 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 Registrar of Companies or any other competent Authority.

25. The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Premises/Apartment is situated.

26. The Developer shall, within three months of registration of the Society/ federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society/Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

The necessary Conveyance Deed in favour of the GURU ASHISH CHS; LTD; is already registered and therefore, the Developers are not under any obligation to execute additional Deed of Conveyance. In keeping with the terms and provisions of this Agreement but if it is required to perfect the title, the Developer shall in coordination with the Society shall execute necessary documents.

27. Within Fifteen days after notice in writing is given by the Developers to the Purchaser/s that the Premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority/Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Building until the Society/Limited company is formed and the said land and building transferred to it, the Purchaser/s shall pay to the



Developers such proportionate share of outgoings as may be determined. The Purchaser/s agrees that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Developers provisional monthly contribution of Rs. _____/- (Rupees _____ only) per month towards the outgoings. The amount so paid by the Purchasers to the Developers shall not carry any interest and remain with the Developer until a conveyance in favour of Society/ Limited Company as aforesaid. On such conveyance being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Developers to the Society/ Limited Company as the case may be. The Purchaser/s undertakes to pay such monthly contributions and such proportionate share of outgoings regularly on the ____ day of each and every month in advance and shall not withhold the same for any reason whatsoever.

28. At the time of registration , the Purchaser/s shall pay to the Developers the Purchaser's share of stamp duty and registration charges, Scanning fees, GST or other levies imposed by the Government, payable under this Agreement .

29. Before taking over possession of the said Premises, the Purchaser shall pay to the Developers .

- (i) Rs. for share money, application entrance fee of the Society or Limited company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.



(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

30. The Developers shall utilise the said Sum paid by the Purchaser/s to the Developers for the purpose for which they are received and maintain account of monthly maintenance charges . It is specifically clarified that the Developers shall pay only municipal assessment taxes and shall not be liable to pay maintenance charges or any other dues in respect of vacant and unsold premises.

31. The Developers hereby represents and warrants to the Purchaser/s as follows:

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

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

iv. There are no litigations pending before any Court of law with respect to the project land or Project.

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 Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

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

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

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

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



32. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, DOTH hereby covenant with the Developers as follows:

a. To maintain the said premises at their own cost in good tenantable condition from the date of taking over possession of the said premises and shall not do or suffered to be done anything in or to the building, staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local authorities or change/ alter or make any additions or alterations in or to the building in which the said premises are situated and the said premises itself or any part thereof.

b. Not to store in the premises 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 same premises are situated or storing of which goods is objected or prevented by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passage or any of the structures of the building in which the said Premises is situated, including entrances of the building. On account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

c. To carry at their own cost all internal repairs of the said premises and maintained the same in good condition and order in which it was delivered by the Developers and shall not do or suffering to be done anything in or to the said building. In the event Purchaser/s committing any act in contravention of the municipal or any their legal provisions of the appropriate authorities, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

d. Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside color scheme of the building in which the premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenantable condition 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 columns, beams, walls, slabs or R.C.C. piers or other structural members in the said premises without the prior written permission of the Developers. To fix Grill as per common design approved by the Developers but at the cost of Purchaser

e. Not to do or permit to be done any act or thing which may rendered void or voidable any insurance of the said property and the building whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse for permit the same to be thrown from the said premises in the compound or in the portion of the same building.

g. Pay to the Developers within 7 days of demand by the Developer his share of Security Deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

h. To bear and pay increase in local taxes, water charges, Insurances and such other levies which may be imposed by the concerned local authorities, Government, Public authority on account of change of user of the said premises of the Purchasers.

i. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with possession of the said premises in any manner until all dues payable by the Purchaser/s under this Agreement are fully paid up to the Developers and only if the Purchaser/s had not guilty of breach of or non-observance of any of the terms and condition of this Agreement and until the Purchaser/s have intimated in writing to the Developers.

j The Purchaser/s shall observe and perform all the rules and regulations which the Society or Limited Company may adopt at its reception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of



the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k Till a conveyance of building in which the said premises are situated is executed the Purchaser/s shall permit the Developers and their surveyors and agent, with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.

l. The Purchaser/s has scrutinized the said plan attached herewith to the agreement and accepts the area of the said Premises to be correct and the Purchaser/s shall not raise any dispute regarding the said area of the Premises.

33. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, like property taxes, Maintenance charges and shall utilize the amounts only for the purposes for which they have been received.

34. After the Developers execute this Agreement they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchasers who has taken or agreed to take such flat Premises..

35. Binding Effect: Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developers. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the



Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever. (We can modify this clause like taxation like TDS/ GST or any other tax amount)

36. 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 Flat, as the case may be.

37. Right to Amend: This Agreement may only be amended through written consent of the Parties.

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

39. 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.



40. Method of Calculation of Proportionate Share wherever referred to in the Agreement: Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s for the said Flat in Project, the same shall be in proportion to the carpet area of the Said Flat.

41. The Purchaser/s shall present this Agreement at the proper registration office of Registration within the time limit prescribed by the Registration Act, and the Developer will attend such office and admit execution thereof.

42. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D/ under certificate of posting at his/her address specified below-

Name of Purchaser/s _____

Purchaser/s Address _____

Notified Email ID: _____

Address: _____

Notified Email ID: _____

It shall be the duty of the Purchaser/s and the Developers 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 Developers or the Purchaser/s, as the case may be.

43. That in case there are Joint Purchasers all communications shall be sent by the Developers to the Purchaser/s 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 Purchaser/s.



44. The Purchaser/s shall deduct **TDS**, as applicable by law and deposit in the appropriate Bank. The Purchaser/s shall produce **TDS certificate** to the Developers s in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall form a part of the total consideration under this Indenture.

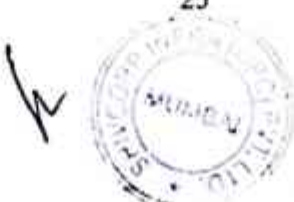
45. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any,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

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

47. The Developers have registered /shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as "the said RERA Act)

48. 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.

49. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s for the said



Flat/Premises in Project, the same shall be in proportion to the carpet area of the Said Flat/Premises.

50. The Developers have registered /shall register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority (hereinafter referred to as "the said RERA Act)

51. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s

52. Any dispute between parties shall be settled amicably. In case of failure to settled 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.

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

54. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016.

IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel land or ground hereditaments and premises together with the structures standing thereon bearing C.T.S. No.434, admeasuring 726 sq.yards equivalent to **615.4** sq.mtrs. or thereabout of Village Mulund(East), Taluka Kurla, situated at at Neelam Nagar, Mulund (East), Mumbai - 400 081, Mumbai Suburban District, & assessed under T-Ward No ., bounded as follows; that is to say:



On or towards the East by :
On or towards the West by :
On or towards the North by :
On or towards the South by :

SECOND SCHEDULE ABOVE REFERRED TO

The Residential Premises bearing Flat No.____, admeasuring Rera Carpet area of _____ sq. ft. or thereabouts, in "____" wing on the ____ floor of the redeveloped building known as "_____", situated at Neelam Nagar, Mulund (East), Mumbai - 400 081, constructed on the piece of land more particularly described in the **First Schedule** herein above written together with the benefits of common areas and facilities.

SIGNED SEALED & DELIVERED
by the withinnamed DEVELOPERS
M/S. SHIVCORP INFRA (OPC) PVT. LTD
through its Director
SHRI SHYAM H. THAKUR,
in the presence of

- 1.
- 2.

SIGNED, SEALED & DELIVERED
by the withinnamed PURCHASER/S

(1) _____

PAN: _____

(2) _____

PAN: _____



in the presence of

- 1.
- 2.

RECEIPT

Received from the Purchaser/s (1) _____, (2)
_____, a sum of **Rs.**_____/ - (**Rupees**
_____ **only**) being part consideration of the said
Premises as stated in Clause No. 2 a herein above as under,

Cheque No.	Date	Bank	Amount
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WE SAY RECEIVED



**M/S. SHIVCORP INFRA (OPC) PVT. LTD,
through its Director SHRI SHYAM H. THAKUR,
DEVELOPERS**

Witnesses

1.

2.

ANNEXURE "A"

Copies of property card or Revenue
Records showing nature of the Title to the land.

ANNEXURE "B"

Copy of the IOD/C.C.

ANNEXURE "C"

TITLE CERTIFICATE

ANNEXURE "D"

plans and specifications of the premises
as approved .

ANNEXURE "E"

Amenities to be provided in the Premises .

