



	remark
Rera clause no. 9	The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i. e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. 10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (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.



	11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
Agreement clause no 6	6.1. The Society and/or The Existing Member(s) hereto confirm that The Prospective Purchaser(s) of New Flats forming part of the Saleable Area of the Developer shall be inducted as members of 'The Society' as per the list which shall be provided by the Developer from time to time. That it shall be mandatory for all the prospective buyers/purchasers, upon becoming the members of The Society to comply with all the requirements of Maharashtra Co-operative Society Act 1930, the Rules framed there under and the bye-laws of The Society and 'Share Certificate' shall be allotted to respective prospective buyers/purchasers/incoming member(s) in accordance with the bye-laws of 'The Society'. 6.2. That the 'The Prospective Purchaser(s)' of New Flats forming part of the Saleable Area of the Developer, shall also pay below amounts - Rs. 500/- (Rupees Five Hundred only) towards allotment of ten (10) shares of Rs.50/- each. - Rs. 100/- (Rupees One Hundred only) towards entrance fee per intending member. - The respective maintenance charges of the society will be binding and payable by new members which they will pay without any default irrespective of their terms with the developer. Also, Developer shall pay a sum of Rs.50,000/- (Rupees Fifty Thousand Only) to the society for every prospective Purchaser. 6.3. On payment of the amount mentioned above, the prospective purchaser shall be unconditionally admitted as the member of the Society by the society. 6.4. The Purchaser(s) shall sign and execute all necessary applications, forms and documents for getting admitted and becoming member of the society. 6.5. The Developer shall allot all Flats intended to be constructed on the said Property with a view ultimately that the purchasers/allottees of all the Flats etc., in the said Project/ Said Building shall be admitted as member/s of the Society. It is agreed and clarified that Developer shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Flats etc. separately and independently and the purchasers/allottees of all the Flats, etc. in the said Project/ Said Building shall be admitted as members of the Society. 6.6. The Purchaser(s) and the person/s, to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Developer or the said Society may require for safeguarding the interest of Developer as also of the Society, in the said Project/ Said Building.
Rera clause no. 03	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based



	on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
Agreement clause no 8	The Developer have further informed the Purchaser(s) that the Developer retain the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Property/ Larger Land; (b) the balance development potential/rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the Said Building and as per the plans already submitted and/or to be submitted by the Developer from time to time to the MHADA or any other concerned authorities and as per the proposed total scheme of development); (c) various rights that may accrue to and over the said Property in the future including additional development potential as recited above; (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Property/ Larger Land; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the said Property/ Larger Land (the rights referred to in above are hereinafter collectively referred to as "THE INCIDENTAL RIGHTS"). 8.1 The Incidental Rights include the right to use the said Property/ Larger Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the MHADA or MCGM and/or any other concerned authorities or available otherwise howsoever which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer' sole and absolute discretion. 8.2 The Developer are also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, transfer, mortgage and/or in any other manner whatsoever as the Developer may in its absolute discretion think fit and proper, from time to time and at the Developer' entire discretion and convenience, transfer such rights to any person/s. The Purchaser(s) expressly consent/s and agree/s that the Purchaser(s) shall not claim any rebate or reduction in the purchase price in respect of the said Flat and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s. 8.3 In the event the Promoter is desirous of carrying out any amendments to the plans, which do not affect the layout and area of the said Flat, as regards the said Project, the Promoter shall after obtaining the necessary consents from the Purchaser(s) and other Flat purchasers, be entitled to carry out the same. It is agreed that the Purchaser(s) shall execute such writings and documents as may be requested by the Promoter from time to time without any objection and consideration of any nature whatsoever. 8.4 In the event any law for the time being in force requires the Promoters to obtain consent of the Purchaser(s) and/or the other Flat-purchasers in the said Project for any reason whatsoever, then the Allottee shall not claim any amount, consideration, compensation, etc. and shall co-operate and assist the Promoter fully. The Purchaser(s) and/or the said Organization shall not be entitled to claim any rebate or reduction in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.
	ADDITIONAL CLAUSES
3.14	The Purchaser(s) are aware that as per present statute, GST is leviable/ applicable on the said Sale Price payable hereunder and consequently the amount of each instalment payable by the Purchaser(s) to the Developer in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser(s) hereby undertake(s) to pay the amount of the GST along with each



	instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Developer shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of GST applicable thereon and the Purchaser(s) shall be deemed to have committed default in payment of amount due to the Developer hereunder, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter, on the amounts payable by the Purchaser(s) to the Developer in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by authorities, the Purchaser(s) shall be solely and exclusively liable to bear and pay the same and the Purchaser(s) do and doth hereby agree and undertake to indemnify and keep indemnified the Developer and its partners from time to time and their survivors and the heirs, executors, administrators and assigns of the last surviving partner in respect thereof. 3.15. The Purchaser(s) further agree/s, undertake/s and covenant/s that while making the payment of instalments of the said Sale Price and GST thereon, the Purchaser(s) shall deduct TDS (at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser(s) after making payment of TDS if applicable, shall file required forms with the Income Tax Authority in the prescribed format and on or before 1 month (one) from the date of registration or from the date of Instalment amount paid on which respective form/s is/are filed, shall furnish challan to the Developer. The Purchaser(s) is/are aware that the time to make the payment of instalments and GST and all other taxes as mentioned hereinabove is the essence of contract and in the event of delay on part of the Purchaser(s) to make the payment of any of the instalment together with GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Developer to cancel and terminate this Agreement, the Purchaser(s) shall be liable to pay interest at the said Interest Rate to the Developer on all delayed payments from the due date till the date of realization thereof.
	2. <u>RECITAL TO FORM AN INTEGRAL PART</u> All the aforesaid recitals and representations hereinabove shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and the same are to be interpreted, construed and read accordingly. 3. <u>DEFINITIONS AND INTERPRETATIONS</u> In the agreement, (i) Capitalized terms defined by inclusions in quotations and/or recitals and/or parenthesis have the meanings so ascribed and described and (ii) The following terms shall have the following meanings assigned to them; a. <u>"THE SOCIETY"</u> 'The Society' shall always mean and include the ""DAHISAR MEGHA CO-OP. HSG. SOC. LTD." a registered society under the Maharashtra Co-operative Societies Act 1960 bearing Registration No. BOM (W-R-NORTH)/HSG (OII-9189/95/96) dated 13/12/1995, and having its registered office at 'Building No. 7', Shailendra Nagar, S.V. Road, Dahisar (East), Mumbai- 400 068, and comprising of 40 members. 'The Flat Purchaser/s' of respective flats in the newly redeveloped shall be inducted as the incoming members of 'The Society'.



- b. **"M.H.A.D.A."**
'M.H.A.D.A.' shall always mean and include (i) Maharashtra Housing and Area Development Authority, herein referred to as M.H.A.D.A. (ii) Maharashtra Housing and Area Development Board (M.H.A.D.B.) and (iii) Mumbai Buildings Repairs and Reconstruction Board (M.B.R.R.B.) a statutory corporation constituted under Maharashtra Housing and Area Development Authority Act - 1976 (MAH-XXVIII of 1977), having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai - 400051, hereinafter referred to as 'M.H.A.D.A.'
- c. **"M.C.G.M."**
'M.C.G.M.' shall always mean and include Municipal Corporation of Greater Mumbai, a statutory corporation constituted under Bombay Municipal Corporation Act, 1988, having its Head Office at Brihanmumbai Municipal Corporation Building, Opp. Chhatrapati Shivaji Maharaj Terminus, Fort, Mumbai - 400001 and other offices in the respective Wards of Mumbai (City, Suburbs and Extended Suburbs).
- d. **"RERA"**
'RERA' shall always mean and include The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
- e. **"CONCERNED COMPETENT AUTHORITIES"**
'Concerned Competent Authorities' shall always mean and include all the departments of M.H.A.D.A. and/or M.C.G.M. and/or Collector, Tahsildar, Surveyor Land Records, Airport Authority of India, Honorable Courts etc. capable, competent and authorized to grant, allow, disallow etc., all the requisite permissions/sanctions etc., for the further of proposed redevelopment project, until its completions thereof.
- f. **PROPOSED REDEVELOPMENT PROJECT**
The Proposed Redevelopment Project' shall always mean and include the building/s to be constructed on all that plot and/or piece or parcel of land bearing corresponding forming part of bearing No. 123 (pt), 124, 125 and C.T.S. NO. 1665 (pt) of Shailendra Nagar, S.V. Road, Dahisar (East), Mumbai- 400 068 in the registration of Sub-District of Borivali, Mumbai Suburban District of Mumbai and the said under construction building shall be known as **"GURUKRUPA SHARANAM"**. The New Building shall comprise of mechanical car Parking + maximum upper floors.
- g. **CARPET AREA AS PER RERA**
'Carpet Area as per RERA' shall always mean and include that the carpet area is means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment."
- h. **THE REQUISITE DOCUMENTS TO SELL NEW FLATS**
'The Requisite Documents to Sell the New Flats' shall always mean and include issuing and/or accepting and/or handing over (i) Application Form (ii) Allotment Letter / Reservation Letter of Flat (iii) Demand Letter/s for Payments towards Instalments due, (iv) Notices, 'No Objection Certificate' (N.O.C.) for obtaining Home Loan/s, Mortgage etc. (v) Receipts of Payments



(vi) Entering and Executing Agreement for Sale, Sale Deed, etc. (vi) and/or in case/s of cancellation to issue Letter for Cancellation of Allotment/ Cancellation of Reservations of Flat (vii) Cancellation Deed/Rectification Deed (viii) Possession Letter and/or any other documents, ancillary to such deals which the /Developer' may require to enter into in future, from time to time, with the Prospective Buyer/ Flat Purchaser(s), as the case may be. The documents mentioned above are indicative and not exhaustive.

i. **THE SALEABLE AREA OF THE DEVELOPER**

That in future, from time to time, Developer is entitled to load, use, utilize, either in parts or in full all the FSI as mentioned under 'Total F.S.I.' upon utilizing and/or consuming the 'Total F.S.I.', new flats shall be constructed in the new 'Said Building' being the proposed 28 (Twenty-Eight) New Flats' allotted to 'The Existing Members of said Society', the remaining proposed 'New Flats' to be constructed in the building, shall always be the part of the "Saleable Areas of the Developer'.

04. VOLUNTARY CANCELLATION BY PURCHASER(S)

In the event, the Purchaser(s) desire/s to cancel the allotment of the said Apartment for any reason whatsoever (save and except the Developer fail(s) to offer the possession of the said Apartment in terms of this Agreement), then Developer shall be entitled to forfeit the amounts equivalent upto 5% (five per cent) of the said Sale Price plus brokerage charges, if any and the Purchaser(s) shall not be entitled to such amount paid by him/her/ them to the Developer. The Developer shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the said Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser(s), as specified hereinabove, shall be deducted from the amount received by the Developer from the Purchaser(s) till the time of such cancellation. The Developer shall return the balance amount (without interest) as may have been received by the Developer towards the Sale Price (if any), to the Purchaser(s) within 30 (thirty) days from the date of such cancellation.

