

AGREEMENT FOR SALE

Dated: _____

Between

M/S. VINI DEVELOPERS

And

MR. _____

FLAT NO - ____, __ FLOOR (- WING)



AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai on this ____ day of _____, 2023.

BETWEEN

- 1) **M/S. VINI DEVELOPERS**, a registered Partnership firm registered under the provisions of the Indian Partnership Act through its Authorized Partner **MR. PRITESH DAMJI SAVLA** aged **41** years Indian Inhabitant having its registered office at 204/205, A-wing, Kailash Towers, N.S Phadke Marg, Sahar Road, Andheri East, Mumbai – 400 069, hereinafter referred to **“THE DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, present partners of the said firm and the partners of the said firm from time to time and the survivor of such partners and the heirs, executors, and administrators of the last surviving partner) of **THE FIRST PART**.

AND

- 2) **MR.** _____ Aged ____ years, Indian Inhabitants, residing at _____, hereinafter referred to **“THE FLAT PURCHASER/s”** (which expression shall unless it be repugnant to the context or meaning thereof be mean and include his/her/their heirs, executors, administrators and assigns) of **THE SECOND PART**;

WHEREAS:

- A. The **“ROSE BLOSSOM CO-OPERATIVE HOUSING SOCIETY LTD.,”** is seized and possessed of or is otherwise sufficiently entitled to piece and parcel of land bearing CTS No.262/A admeasuring 959.02 sq.mtrs, of Village Mogra, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situate lying and being at Natwar Nagar, Road No.5, Jogeshwari (East), Mumbai – 400 060 together with the existing building known as **“Rose Blossom”** comprising of Ground plus 5 (five) part upper floors, having 2 (two) wings containing 31 (thirty-one) residential flats (hereinafter for the sake of brevity referred to as **“the present Building”** more particularly



described in the Schedule hereunder written ("the said Property" for short) hereto annexed and marked a copy of Property card as a "ANNEXURE - A" and assessed by Municipal 'K' Ward No. EAST;

- B. By a Deed of Conveyance dated 19th November 2019, duly registered before the Sub-Registrar of Assurances under Serial No BDR-18/14486/2019 ("**the said Deemed Conveyance**"), made and entered into between Mr. K. P. Jabole, District Deputy Registrar, Co-operative Societies Mumbai (3), on account of (i) Mrs. Jainabai Fakir Mohmed Patel, (ii) Fakir Mohmed Jainuddin Patel, (iii) Adam Jainuddin Patel and (iv) Hirabhai Jainuddin (therein referred to as "the Vendors") of the First Part and M/s. Bhuvaneshwari Builders (therein referred to as "the Confirming Party") of the Second Part and M/s. Malkani Construction Company (therein referred to as "the Developer") of the Third Part and the said Society herein namely Rose Blossom Co-op. Hsg. Soc. Ltd. (therein referred to as "the Society") of the Fourth Part, whereby the Vendors therein with the consent and confirmation of the Confirming Party therein and the Developer therein have granted, sold, conveyed, assured and transferred portion of the said Larger Property being all that piece and parcel of land, bearing C.T.S. Nos. 260A (Part) & 262, 262/(1 to 6), of Revenue Village Mogra, Taluka Andheri, Mumbai Suburban District admeasuring 959.02 sq. meters or thereabout coupled with the proportionate set-back area to the extent of 219.23 sq. mtrs. affected under the D.P. Road, as per the common layout of the said Larger Property and in accordance with the then prevailing Development Control Regulations, lying, being and situated at Natwar Nagar Road No.05, Jogeshwari (East), Mumbai 400060 ("**the said Land**") together with the building known as "Rose Blossom", comprising of Ground plus 5 (five) part upper floors, having 2 (two) Wings, containing 31 (thirty-one) residential flats on the portion of the said Larger Property ("**the said Old Building**"), (hereinafter "the said Land" and "the said Old Building" is collectively referred to as "**the said PROPERTY**"), in favour of the said Society, on the covenants mentioned therein. A copy of the Index II is annexed and marked hereto as ANNEXURE - "B".

- C. The said Building was very old and in a very dilapidated condition and dangerous for the human life and property and that the structural conditions of the said building were not good and the expenses which would be incurred in repairing the same would not



enhance the life of the same and hence, the existing building which was in dilapidated Condition & inhabitable on the said Property was required to be redeveloped by constructing new building/on the said property. It was further noticed that it was not feasible to carry out the structural or major repairs and it was possible to undertake the redevelopment of the said property and to reconstruct the new building after demolition of the existing old building, on the said property described in the Schedule here under written and by using and consuming FSI i.e. 959.02Sq. Mt. of FSI (including fungible compensatory FSI benefits available free of charge for rehab component and on payment of premium for sale component) with the proportionate setback area benefit to the extent of 230.4 Sq. Mtrs affected under D.P. /road already surrendered by the society to MCGM, for the proposed new construction, in accordance with the prevailing Development Control Regulations, for Greater Mumbai, 2034 as amended till date.

- D. Therefore, the said Society held the Special General Body Meeting on 18th March, 2012 and in that meeting all members have unanimously passed the resolution regarding redevelopment of the Society's property by following due process thereof including inviting tenders from competent developers. In the said Special General Body Meeting of the Society held on 18th March, 2012 it has been decided and agreed that in the interest of all the members of the Society and looking at the condition of the existing building which was very old and dilapidated condition, the Society should demolish the existing buildings and construct new building there on by consuming the FSI of the said plot of land, TDR/FSI as well as fungible FSI and it was agreed amongst the members that the benefit of utilizing TDR/FSI, fungible FSI be taken advantage at the fullest, collectively known as **"the potential FSI/TDR"**. As the Members lacked the proper knowledge, access to expertise and resources like the requisite finance to acquire FSI/TDR and construct the new building/s, it was further decided by the Members that they should transfer proportionate FSI forming part of the irrespective FSI entitlement to a common Developer, who would re-construct a building on the said property by utilizing FSI of the said property itself, potential TDR permissible as well as fungible FSI under the Development Control Regulations for Greater Mumbai, 2034 and the amendments made thereto from time to time.
- E. Thereafter, the society initiated the process of looking for developer to redevelop the society's building. In the said process the society invited various tenders from various



developers for the purpose of re-developing the society building on "as is where is and as it is what it is basis" and in such process, one Vini Developers also submitted its proposal dated 2nd March 2021 for redevelopment of society's building.

- F. After considering the proposals received by the Society from various parties and after considering the irrespective financial bids and after examining/inspecting the work undertaken by each of the parties, the Developer herein namely **M/s. Vini Developers, dated 2nd March, 2021** was found to be more viable and accordingly, the Society vide resolution dated 13th JUNE 2021 confirmed and appointed the Developer herein namely **M/s Vini Developers**, as the Developer for re-development of the said property on the terms and conditions as agreed by and between the Society and by the Developer herein namely **M/s. Vini Developers**.
- G. The Representative from the office of the Registrar of Co-operative Society, i.e. the competent authority appointed under The Co-operative Society's Act 1960 issued its "No Objection Certificate" to the appointment of the Developer herein namely M/s. Vini Developers of the said project by the General Body Meeting of the Society held on 13th June 2021. The said meeting was attended by 28 members out of total 29 members and they unanimously voted in favour of appointing the Developer herein namely M/s. Vini Developers as the developer for re-developing the said Property and in view thereof it was resolved *inter alia* to appoint the new Developer. The said certificate also certified that the meeting dated 13th June 2021 was held as per the guidelines and proper Video Recording has been done and all the guidelines have been followed and fulfilled by the Society and in the said meeting the Society confirmed the appointment of the Developer.
- H. Pursuant to the resolutions thus passed in the said General Body meeting of the Society and for the consideration and on the terms and conditions agreed between the society and Developer the parties herein have entered in a Development Agreement dated 30th December 2021 (hereinafter for the sake of brevity referred to as "the said Development Agreement"). The said Development Agreement is duly stamped and registered with the Sub-registrar of Assurances at Bandra under serial No. **BDR-18/18004/2021**.
- I. Pursuant to the said Development Agreement the Society has executed a power of attorney dated 30.12.2021 in favor of Partner of the Developer i.e. **MR. PRITESH DAMJI SAVLA** authorizing him to do various acts and Deeds on the behalf of the society. The



said Power of Attorney is duly registered with the Sub-registrar of Assurances at Bandra under Serial No. BDR18-18005-2021. Hereto marked and annexed is a copy of Development Agreement Index II as an ANNEXURE – “C”.

J. After the execution of Development Agreement, the society made an application for amalgamation of its plots by its application dated 22/09/2022. The said application was decided by Tahsildar Mumbai suburban by its order dated 03.01.2023. And the New CTS No.262/A, was allotted and new property registered card was issued by the city survey office.

K. The details pertaining to the titles/rights/entitlements of the Promoter to the subject properties is more specifically detailed in the Title Certificate dated 30.03.2022 issued by the Advocate of the Promoter. A copy of the Title Certificate is annexed and marked hereto as an ANNEXURE – “D”.

L. Pursuant to the said Development Agreement and Power of Attorney the Developers herein is put in possession of said property, accordingly the Developer have submitted plans for construction of a Building on the said property of the Society, the said plans have now been sanctioned by Municipal Corporation of Greater Mumbai (MCGM) vide Intimation of Disapproval (IOD) dated 15.02.2023 bearing no. P-8881/2021/(260 A And Other)/K/E Ward/MOGRA/IOD/1/New and Commencement Certificate dated 30.05.2023 under No. P-8881/2021/(260 A AND OTHER)/K/E WARD/MOGRA/CC/1/NEW is issued by the Executive Engineers (Building Proposal Department) of Municipal Corporation of Greater Mumbai and with this permission, members have vacated from the said property. A copy of the IOD dated 15.02.2023 and Commencement Certificate dated 30.05.2023 are annexed and marked hereto as ANNEXURE - “E” & “F” respectively.

M. As per the sanctioned plans, the Residential Building known as **“Rose Blossom Co-op Housing Society Limited”** consists of two wings viz., Wings A and B, each consisting of ground and 1st to 9th upper floor residential area and ground floor consisting of shop, puzzle parking and stack parking lot and entrance lobby for the respective Wings for the residents of the said building known as **“Rose Blossom Co-op Housing Society Limited”**.



A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "VINI DEVELOPERS" around the perimeter and a small star at the top.

N. All the aforesaid Indentures and documents stated above are valid, subsisting and binding on the parties stated above.

O. The Developer has appointed **Shri. S S PATANE ASSOCIATES** as Structural Engineer for the preparation of the structural design and drawings of the buildings and the Society accepted the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

The Developer has got approved from the concerned local authority the plans, the specifications, elevations, sanction and details of the said building/s.

P. 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 Developer while developing the said property and the said building/s and upon the observance and performance of which only, the Completion and Occupation Certificates in respect of the said building/s shall be granted by the concerned local authority.

Q. Accordingly, the Developer herein alone has sole and exclusive right to sell the Flats in the said building/s to be constructed on the said property and to enter into Agreement/s with Purchaser/s of the Flats.

R. The Developer is constructing building which will be known as "Rose Blossom Co-op. Hsg. Society Ltd." with amenities and facilities as stated in "Annexure annexed hereto.

S. The Developers have annexed following documents to this agreement.

- | | |
|--------------|-----------------------------------|
| "Annexure A" | Property Card |
| "Annexure B" | Index II of Deed of Conveyance |
| "Annexure C" | Index II of Development Agreement |
| "Annexure D" | Copy of Title Certificate |
| "Annexure E" | Intimation of Disapproval (IOD) |
| "Annexure F" | Commencement Certificate (CC) |



"Annexure G"	Plan of the said flat
"Annexure H"	RERA Registration Certificate
"Annexure I"	Fixtures, Fittings and Amenities to be provided in flat

- T. The Flat Purchaser has applied to the Developer for allotment of the Flat No. ____ on ____th floor in '____' Wing in building known as "Rose Blossom Co-op. Hsg. Society Ltd." at or for the price of Rs. _____/- (In words _____ rupees only) and description of building and Flats agreed to be purchased by the Flat Purchasers described in the Second Schedule hereunder written and confirmed by the society hereinafter referred to as "**THE SAID FLAT**" as shown on the approved plans thereof hereto annexed as **ANNEXURE - "G"** and Car Parking Space/s viz., Puzzle/Stack Car Parking Space Nos. ____ and on in the parking area herein after referred to as "**THE SAID PARKING SPACE**". The expression "RERA Carpet Area" means the net usable area of the Flat excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat.
- U. The Flat Purchasers demanded from the Developer and the Developer has given inspection to the Flat Purchasers of all the documents of title relating to the said property, the Agreement and the plans, designs and specifications prepared by the Developer Architects **U B ARCHITECTS** and all such other documents referred to herein above and of such other documents as are specified under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Real Estate (Regulation and Development) Act, 2016 ("RERA") and the Rules made thereunder.
- V. The Developer has accordingly commenced construction of the said building/s in accordance with the said plans on the said property.
- W. The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. _____ and uploaded and / or disclosed the

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aforesaid facts with RERA Authority for the development of said property. Hereto marked and annexed is a copy of RERA Registration Certificate as an ANNEXURE – “H”.

- X. Under Section 4 of MOFA and Section 13 of RERA, the Promoters are required to execute written Agreement for Sale of the said Flat to the Purchaser/s being in fact these presents and also register the said Agreement under the Registration Act, 1908. The Promoters have booked the said Flat in the year _____ in the name of Purchaser/s and received booking amount from the Purchaser/s (First Payment) in the year _____.
- Y. Relying upon the said application, declaration and Agreement, the Developer agreed to sell to the Flat Purchaser Flats at the price and on the terms and conditions hereinafter appearing.
- Z. Prior to the execution of these present the Flat Purchasers has paid to the Developer a sum of Rs. _____/- (In words _____ rupees only) being Earnest Money Deposit payment of the sale price of the Flat agreed to be sold by the Developer to the Flat Purchasers (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

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

1. The Developer shall construct building/s consisting of shops, stilt parking's and puzzle parking's at Ground Floor + 9 upper floors in accordance with the plans, designs, specifications approved by Municipal Corporation of Greater Mumbai and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them PROVIDED that



without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the said Flat are not in any manner changed. PROVIDED THAT the Developer shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Flat Purchaser/s except any alteration or addition required by any Government authorities or due to change in law or any addition or alteration as per the proposed plans, designs and specifications, the authenticated copies of which are annexed hereto. The Flat Purchaser hereby give irrevocable consent for the Developer adding construction of additional floors on the building. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA. And Section 14(1)(i) and (ii) and other applicable provisions of RERA.

2. The Flat Purchaser hereby agrees to purchase from the Developer and the Developer hereby agree to sell to the Flat Purchaser Flat No. _____, on ____th Floor – “____” Wing admeasuring about ____ Sq.Ft. Rera Carpet Area that is ____ sq.mtrs., and Car Parking Space/s viz., Puzzle Stack Car Parking Space Nos. _____, detail particulars of the flat is given in Second Schedule hereunder written and confirmed by the society (hereinafter referred to as “the Flat”) at or for the price of Rs. _____/- (In words _____ rupees only) being Total Consideration, including proportionate price of the common areas and facilities appurtenant to the premises. (The common area and facilities have been specifically described in Schedule Three hereunder written).
3. The Flat Purchaser has paid on or before execution of this agreement a sum of Rs. _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agree to pay that Developer the balance amount of Rs. _____/- (Rupees _____) in the following manner:-
 - i. Amount of Rs. _____/- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Developer after execution of Agreement.
 - ii. Amount of Rs. _____/- (Rupees _____) (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 Flat is located.



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- iii. Amount of Rs. _____/- (Rupees _____) (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 Flat is located.
- iv. Amount of Rs. _____/- (Rupees _____) (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 Flat.
- v. Amount of Rs. _____/- (Rupees _____) (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 Flat.
- vi. Amount of Rs. _____/- (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terrace with waterproofing of the building or wing in which the said Flat is located.
- vii. Amount of Rs. _____/- (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the 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 Apartment is located.
- viii. Balance amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the Apartment to the Flat Purchaser on or after receipt of occupancy certificate or completion certificate.
4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST tax or any similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) upto the date of handing over possession of the said Flat.
5. The Flat Purchaser shall deduct Tax at Source ("TDS") from each installment of the Sale Consideration as required under the provisions of the Income Tax Act, 1961 and

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shall pay the same to the Government Treasury within the prescribed time under the Income Tax Act, 1961 and shall furnish the requisite TDS Certificate to the Developer in the prescribed Form in accordance with the Income Tax Act, 1961 within the prescribed time.

6. The Developer shall confirm the final carpet area that has been allotted to the Flat Purchaser after the construction of the said building/s is complete and the Occupation Certificate is granted by the Sanctioning authority, subject to a variation cap of three (3) per cent. If there is increase or reduction in the carpet area within the defined limit then the Developer and Flat Purchaser shall not claim any excess amount against each other for variation in the carpet area of the said Flat within the defined limit.
7. The Flat Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developers may in its sole discretion deem fit and the Flat Purchaser undertakes not to object/demand/direct the Developer to adjust their payments in any manner.
8. The aforesaid due and payable balance consideration amount in respect of the said Flat shall be paid and / or deposited by the Flat purchasers in the Account being Account No. _____ The _____, _____ Branch, i.e. the RERA Account.
9. The Developer hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Flat Purchaser, obtain from the concerned local authority occupation certificate in respect of the Flat.
10. The Developer is entitled to avail balance F.S.I. in respect of the said property including benefit of T.D.R., Additional F.S.I., Incentive F.S.I., if any, of entire said property. The Developer are also entitled to at their own discretion, to utilize the same. The Flat Purchaser hereby irrevocably consents for Developers availing F.S.I. in the manner stated hereinabove.



11. If the Developer fails to abide by the time schedule for completing the project and handing over the said Flat to the Flat Purchaser, the Developer agrees to pay to the Flat Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Flat Purchaser, for every month of delay, till the handing over of the possession. The Flat Purchaser agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Flat Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser to the Developer.
12. Without prejudice to the right of Developer to charge interest in terms of clause 11 above, on the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Flat Purchaser, by Registered Post AD at the address provided by the allottee and mail at the e-mail. address provided by the Flat Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Flat Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Flat Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the instalments of sale consideration of the said Flat which may till then have been paid by the Flat Purchaser to the Developer.
13. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the said Flat as are set out in Annexure 'I', annexed hereto.



14. The Developer shall give possession of the said Flat to the Flat Purchaser on or before _____ day of _____ 20____. If the Developer fails or neglects to give possession of the said Flat to the Flat Purchaser on account of reason beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Flat Purchaser the amount already received by him in respect of the said Flat with interest at the same rate as may mentioned in clause 11 hereinabove from the date the Developer received the sum till the date the amount and interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of building in which the said Flat is situated is delayed on account of –
- a. War, civil commotion or act of God;
 - b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

15. The Developer, upon obtaining the Occupation Certificate from the MCGM and the payment made by the Flat Purchaser/s as per the agreement shall offer in writing the possession of the said Flat to the Flat Purchaser/s in terms of this Agreement. The Flat Purchaser shall take possession of the Flat within Seven days of the Developer giving written notice to the Flat Purchaser intimating that the said Flat/s are ready for use and occupation and the maintenance of the said flat shall start from the date of intimation.

16. Upon receiving a written intimation from the Developer, as per Clause 15, the Flat Purchaser shall take possession of the said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Flat to the Flat Purchaser. Irrespective of whether the Flat Purchaser fails to take possession of the said Flat within the prescribed period, the Flat Purchaser shall continue to be liable to pay interest on the balance Sale Consideration amounts and maintenance charges and all other charges with respect to the said Flat from the date of offer of possession and further that thereafter the said Flat shall be at the risk of the Flat Purchaser in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat.



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17. If within a period of Five years from the date of handing over the Flat, the Purchaser/s brings to the notice of the Developer any structural defect in the Flat or the wing in which the Flat is situated or any defects on account of workmanship, quality or provisions of service, then wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects then the Flat Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change in the manner as provided under RERA.

18. So far as the residential flats in the said Building are concerned, the purchaser/s thereof shall use the same for residence as far as shop is concern the purchaser shall use the same for commercial. The car parking spaces sold, allotted or reserved in favour of the purchasers and allottees of flats and premises shall be used and enjoyed by such purchasers and allottees as a limited/ restricted common area and facility for the purpose of parking their own vehicles and the vehicles of their employees and for no other purpose whatsoever. The attached terraces shall be used by the purchasers thereof for such purposes as are permissible in law. The overhead terraces, common adjacent and adjoining terraces and open spaces and other common areas and facilities, where they are reserved or designated as limited/restricted common areas and facilities by the Promoters shall be used and enjoyed in such manner as is permissible in law by the purchasers and allottees in whose favour such reservation or designation is made and where there is no reservation or designation by the Promoters as a limited/ restricted common area or facility, the purchasers or allottees of flats and premises shall use and enjoy the same in such manner as is permissible in law.

19. The Flat Purchaser along with other Purchasers of flats in the building shall join the said Society 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 becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within 15 days of the same being forwarded by the Developers to the Flat Purchaser, so as to enable Developer to admit the Flat Purchasers as member of the said Society under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be

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taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.

20. The Developer, shall within three months of registration of the Society or Association or Limited Company, as aforesaid, caused 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 Flat is situated.

21. Commencing 15 days after notice in writing is given by the Developer to the Flat Purchaser that the Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area at the Flats) of outgoings in respect of the said land and Building 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 said land and building (the charges mentioned herein shall also include charges which are more particularly mentioned in Schedule Four hereunder written). Until the Flat Purchaser is admitted as member, the Flat Purchaser shall pay to the Developer or Society such proportionate share of outgoings as may be determined by Developer. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the developer **Rs. _____/- (In words _____ rupees Only)** towards advance outgoings in respect of the said Flat for a period of one year as provisional monthly contributions of **Rs. _____/- (In words _____ rupees Only)** per month. The amounts so paid by the Flat Purchaser to the Developer shall not carry any interest and remain with the Developer until the Flat Purchaser/s be joined as the member of the Society.

22. The Flat Purchasers shall on or before handing over the delivery of possession of the said premises keep deposited with the Developer a sum of **Rs. _____/- (In words _____ Rupees Only)** for the following amounts: -

(i) **Rs. _____/-** for Legal charges.

