AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Mumbai on this _____ day of _____ in the Christian Year **Two Thousand Twenty-Three (2023)**

BETWEEN

M/S. OMKARA INFRATECH Through its Proprietor MS. NEETA MEHUL SHAH having her Registered address situated at 309, Corporate Corner, Next to Dalmia College, Sunder Nagar, Malad West, Mumbai- 400064 having Aadhar No. 2545-2476-1405 and PAN : AKYPS-5839-H, hereinafter referred to as "The Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her Heir's, Executor's, Administrator's and Assign) of the **FIRST PART**;

AND

Mr./Mrs. _____, And
Mr./Mrs._____, an adult, of Mumbai Indian Inhabitants, at present residing at _____ hereinafter referred to as "The Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her respective heir/s, representative/s, executor/s, administrator/s, and permitted assign/s) of the **SECOND PART**:

WHEREAS :

A] Originally Mr. E. G. Premier was seized and possessed of or otherwise well and sufficiently entitled to all that piece or

parcel of land bearing Plot No.539 (Old Plot No.536), CTS No.462-8, Survey no.29, Hissa No.8 (pt.), TPS-III, Village-Shimpoli. Borivali (West), Mumbai- 400 092, containing by admeasurements 535.70 sq.mtrs, and more particularly described in the first schedule hereunder written: The Property Cards annexed hereto as Exhibit 1. The said E. G. Premier died intestate on 14/05/1980 leaving behind him

MR. HAROLD GABRIAL PREMIER
MR. ARNOLD EARNESH PREMIER
MR. RICHARD MATHAW PREMIER
MRS. GEETA KUNDER

as his only heirs and legal representative according to the law governing the said E. G. Premier AND WHEREAS by a General Power of Attorney dated 20-9-1980 executed by the above referred heirs and legal representatives of the said E. G. Premier and his other heirs, the said all the heirs and legal representatives appointed the said Vasant Bhimrao Zende as their Constituted Attorney for selling and disposing of the said piece or parcel of land admeasuring 535.70 sq.mtrs. to the said builders M/s Vijaylaxmi Construction AND WHEREAS by an agreement for sale of the said land admeasuring 535.70 sq.mtrs. dated 20 September, 1980 entered into between the said legal heirs and legal representatives of the said deceased E. G. Premier of the one Part AND the said Builders M/s Vijaylaxmi Construction of the other part, the said builders M/s Vijaylaxmi Construction have agreed to purchase the said piece or parcel of land on terms and conditions mentioned therein.

B] The said Vendors have agreed to sale the said land to M/S Vijaylaxmi Constructions vide Agreement for sale dated 20/09/1980. The said M/S Vijaylaxmi Constructions have constructed the building on aforesaid land and allotted units to various purchasers/members of the society who are presently the Confirming party herein.

C] The M/S Vijaylaxmi Constructions have got the building plans sanctioned by the Municipal Corporation of Greater Bombay which has issued IOD bearing No. CE/4150/BS/WS/AR dated 11/09/1984 and Commencement Certificate bearing No. CE/4150/BS/WS/AR dated 18-2-1985 for commencement of the construction work. The said M/S. Vijaylaxmi Constructions constructed a new building comprising of two wing. Wing "A" and Wing "B" comprising of ground Plus 3 (Three) upper Floors consisting of 16 (Sixteen) flats, on the said land mentioned in the said Schedule referred above, and also hereunder written, as per the plans and specifications approved by the Municipal Corporation of Greater Mumbai (MCGM).

D] The said M/S Vijaylaxmi Constructions sold all the 16 Flats to various purchasers by diverse agreements for suitable consideration, under Maharashtra Ownership Flats Act, 1963 and the Purchasers were put in Vacant and peaceful possession of their respective Flats by the confirming party after receiving the agreed consideration.

E] The said M/s Vijaylaxmi Constructions have developed the aforesaid property and sold various units to the members of Saujanya CHS Ltd. The said agreement was executed under the provision of MOFA, wherein the said Developer

has to execute Conveyance Deed in favour of the society. The said Developer failed to execute the conveyance in favour of the society, hence the society has applied under section 11(3) and 11(4) under MOFA to convey the said property to the competent authority. The said competent authority i.e. District Deputy Registrar Co-Operative Societies, Mumbai City (3), u/s 5A of the MOFA, 1963 has passed the order on 13/03/2015 conveyed the said property in favour of the society. The said Competent Authority has executed a Deed of Conveyance on 01/08/2017 in favour of the society, which is registered under serial no. BRL-5-9477-2017 dated 01/08/2017 before the Sub Registrar of Assurances Borivali 5 at Borivali. The said SAUJANYA CHS LTD., became the owner and absolutely entitled for the aforesaid Property, which is more particularly described in Schedule "I" hereunder.

F] The society becomes the owner of the said property, by virtue of the aforesaid Indentures the Society herein became the absolute owner of all that pieces and parcels of land described in the Property Schedule I hereunder written and hereinafter referred to as "the said property". In the premises, the Society seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcel plot of land bearing Final Plot No. 539 (Original Plot No 536), Corresponding CTS No. 462-B, corresponding Survey No. 29, Hissa No. 8 (pt.), Saujanya CHSL, Shimpoli (Eksar), Borivali (West), Mumbai - 400092 and existing constructed area 535.70 sq. mtrs. of the said buildings known as "SAUJANYA". The said Saujanya Co-operative Housing Society Ltd.", a Society registered under Maharashtra Co-Operative Societies Act; 1961 under Registration No. BOM/W-R/HSG/(TC)/1946/85-86 dated

24/04/1986 and having its registered office at situated on Plot bearing No. 539 of Shimpoli Village, Saujanya CHSL, Shimpoli (Eksar), Borivali (West), Mumbai – 400092 is the owner of and well and sufficiently seized, possessed and entitled to all those pieces and parcels of land admeasuring area 535.70 sq. mtrs. bearing Final Plot No. 539 (Original Plot No 536), Corresponding CTS No. 462-B, corresponding Survey No. 29, Hissa No. 8 (pt.), of Village Shimpoli / Borivali, Taluka Borivali, Mumbai Suburban District, hereinafter for the sake of brevity the aforesaid land and building standing thereon are collectively referred to as the '**said Property**', and more particularly described in the **First Schedule** hereunder written.

G] Subject to whatsoever stated hereinabove, the Society is entitled for the ownership rights in respect of the said property and is seized, owned, possessed and entitled for the right, title and interest in the said property. The name of the Society is reflected on the Property Register Card in respect of the said Property. Hereto annexed and marked as **ANNEXURE – 'A' and 'B'** are photocopies of the **Property Register Card** and **City Survey Plan** respectively of the said Property;

H] By and under Development Agreement dated 31.03.2023, duly registered at Serial No.BRL-6-7359 of 2023 on 13.04.2023, the Society has appointed the Developer as a Developer for Development of the Said Property on the terms and conditions as set out therein.

I] The Society has also executed a **Power of Attorney** dated _____, duly registered with the Office of Sub-

Registrar of Assurances at Borivali, bearing registration no. _____ on _____ in favour of Ms. Neeta Mehul Shah of M/s. Omkara Infratech, appointing her to do and execute any of the acts, deeds, matters and things jointly and/or anyone of them severally more particularly described in the Power of Attorney dated _____ in respect of the redevelopment of the said property hereinafter referred to as **"the said Power of Attorney"**.

J] In pursuance of the said Development Agreement, the Promoter/Developer is/are entitled to and enjoined upon to construct building on the said property as per terms and conditions set out in the said Development Agreement and in accordance with the recitals hereinabove.

K] The Developer has entered into a standard Agreement with Architect _____ of _____, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

L] The Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority** at Mumbai, Maharashtra **No. _____;** authenticated copy is attached in **ANNEXURE – '___'** and made available to the Allottee/s, the Allottee has examined the copy of the RERA Certificate and cause the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has agreed and consented to the development of the Real Estate Project. The Allottee/Purchaser shall examine all documents and

information that will be uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;

M] The Developer has appointed a Structural Engineer _____, having address at _____ under Registration No. _____ as **Structural Engineer** for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

N] By virtue of the Development Agreement and Power of Attorney, the Developer has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/Purchaser(s) of the Flats to receive the sale consideration in respect thereof;

O] On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

P] The authenticated copies of **Certificate of Title** issued by the **Mr. _____, Advocate, High Court** of the Developer, authenticated copies of Property Register Card or any other relevant revenue record showing the nature of the

title of the Developer to the said property on which the Flats are constructed or are to be constructed have been annexed hereto. The **Certificate of Title** is annexed and marked as **ANNEXURE – '__'**.

Q] The Developer has received some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. Accordingly, the Developer as aforesaid through their Architect/Licensed Surveyor has procured the requisite approvals and sanctions from the concerned Municipal Corporation of Greater Mumbai, being **Intimation of Disapproval (I.O.D.)** bearing no. _____ dated _____ which has been issued by the Municipal Corporation of Greater Mumbai. The Developer has consequently, obtained **Commencement Certificate** in respect of the building to be constructed on the said property, issued by the Municipal Corporation of Greater Mumbai bearing No. _____ dated _____. Copies of **I.O.D.** and **Commencement Certificate** are hereto annexed as **ANNEXURE – '___' & ANNEXURE – '___'** respectively.

R] 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 project land and the said building and upon due observance and performance of which only the Completion or

Occupancy Certificate in respect of the said building/s shall be granted by the concerned local authority.

S] The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans and other requisite permissions, orders, approvals, sanctions obtained from the concerned authorities including Municipal Corporation of Greater Mumbai and are desirous of disposing off flats, car parking, etc. in favour of the intending purchasers.

T] The Allottee/Purchaser is/are desirous of purchasing and thus being fully satisfied with respect to right, title and interest of Developer, has/have applied to the Developer for allotment of a **Flat No.** _____ on ____**th Floor** in the building **OMKARA UNCHAI,** Saujanya Co-operative Housing Society Ltd., being constructed together with permitted exclusive use of One Car Parking Space/Slot in the **Stack Car Parking System,** as an extended amenity alongwith the flat to be constructed on the portion of the said property, if any allotted, under the Real Estate Project more particularly described in **FOURTH SCHEDULE** hereunder written (hereinafter referred to as the said "**Flat/Premises"**).,

U] The **RERA Carpet Area** of the said Flat is _____ **Sq. Feet equivalent to** _____ **Sq. Meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

V] The Developer has agreed to allot to the Purchaser/s herein the said premises being **Flat No.** _____ together with permitted exclusive use of One Stack Car Parking Space/Slot in the **Car Parking System**, if any allotted, (the Parking Space Number shall be allotted later upon installation of the system and a Parking Allotment Letter mentioning the Parking Space Number and other details shall be issued by the Developer at the time of Possession), at or for the price with such amenities as mentioned in **SECOND & THIRD SCHEDULE** herein i.e. for a total lump sum consideration of **Rs._____/- (Rupees _____ Only)** and subject to the terms and conditions as appearing hereinafter in this Agreement as mutually agreed by and between the parties hereto **("Sale Consideration")**. The Allottee shall be required to bear and pay the necessary costs, charges and expenses together with all taxes including Service Tax, VAT, GST and all other indirect taxes thereon.

W] The Allottee/Purchaser accepts that Fungible FSI has been utilized in the construction of his/her/their flat.

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

Y] Prior to the execution of these presents, the Allottee/Purchaser has paid to the Developer a sum of **Rs. _____/- (Rupees _____ Only)**, being part payment of the Sale Consideration of the Flat

agreed to be sold by the Developer to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing. The Allottee/Purchaser shall deduct tax at source **(TDS)** in accordance with applicable law and will provide the challans and certificates to the Promoter, within the period prescribed by law.

Z] The Allottee/Purchaser states, confirms and represents that the Allottee/s has read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that he/she/they is/are eligible to enter into and execute this Agreement and purchase the said Unit.

AA] The Allottee/Purchaser has prior to the execution of this Agreement satisfied himself/herself/themselves about (i) the rights of the Developer to develop the said Land (ii) the approvals and sanctions obtained till date for the development of the said Building (iii) the nature of the rights retained by the Developer under this Agreement. This Agreement has been entered into by the Allottee/Purchaser after seeking necessary legal advice.

BB] The Allottee/Purchaser has entered into this Agreement with full knowledge of all terms and conditions in the documents or undertakings given to the Municipal Corporation, plans, orders, schemes, amenities, etc. recited and referred to above and those contained herein and with knowledge of rules, laws, regulations, notifications, etc. as applicable to said project;

CC] Under section 13 of the said Act the Developer is required to execute a written Agreement for Sale of said Flat with the Allottee/Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

DD] 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 Allottee/Purchaser hereby agrees to purchase the Flat and the stilt/covered rotary/open parking (if applicable).

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. The Developer shall construct the said building/s consisting of **Ground + 9 upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or

modifications which may adversely affect the Flat of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

3. The Allottee/Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee/Purchaser on ownership basis a Flat being **Flat No.** _____ admeasuring about _____ **Sq. Ft.** RERA Carpet Area equivalent to _____ **Sq. Mtrs.** RERA Carpet Area on the _____**th** **Floor** in the said building **"OMKARA UNCHAI"** shown hatched and surrounded by red colour boundary line in the floor plan thereof annexed hereto and marked as **ANNEXURE – '___'** more particularly described in **FOURTH SCHEDULE** hereunder written (for the sake of brevity hereinafter referred to as **"the said Flat"**) together with permitted exclusive use of One Car Parking Space/Slot in the **Car Parking System** in the **Stilt / ~~Open~~**, if any allotted, (the Parking Space Number shall be allotted later upon installation of the system and a Parking Allotment Letter mentioning the Parking Space Number and other details shall be issued by the Developer at the time of Possession) as an amenity alongwith the said Flat, (hereinafter referred to as **"the said Car Parking Space"**), wherever context so permit the said Flat and the said Car Parking Space are hereinafter collectively referred to as **"the said Premises"**) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SECOND & THIRD SCHEDULE** annexed herewith.

The proposed carpet area of the said Flat would be as per the approved plans and may change as a result of construction exigencies (which includes physical variation due to finishing work like plastering, gypsum and tile skirting and tiling, ledges in toilets/kitchen).

4. The total aggregate consideration amount for the **Flat** including One Car Parking Space/Slot, if any allotted, is thus **Rs.**_____**/- (Rupees** _____ **Only).**

5. The Allottee/Purchaser has paid on or before execution of this agreement a sum of **Rs.** _____**/- (Rupees** _____ **Only)** as advance payment or application fee and hereby agrees to pay to that Developer the balance amount of **Rs.** _____**/- (Rupees** _____ **Only)** alongwith GST at applicable rates in the following manner mutually agreed :

Agreed Payment Plan

Sr.No.	Description	Amount
1	Booking Amount	15%
2	Plinth	15%
3	1st Slab	5%
4	2nd Slab	5%
5	3rd Slab	5%
6	4th Slab	5%
7	5th Slab	5%
8	6th Slab	5%
9	7th Slab	5%
10	8th Slab	5%
11	9th Slab	5%
12	10th Terrace Slab	5%

13	Brickwork	4%
14	Plaster	4%
15	Internal Finish	4%
16	Internal Painting	4%
17	On Possesion	4%
	Total	100%

The Total Price above excludes Taxes (consisting of Tax paid or payable by the Developer by way of GST / Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat. Currently, the GST is **5%** of the Agreement Value or Market Value whichever is higher, (subject to change as per Govt. policies). It is agreed that each of the aforesaid instalment's amount shall be accompanied with additional separate cheque payable towards GST and any other tax levied, if levied in future.

6. In the event of any amount becoming payable and being due as stated aforesaid, the Developer shall give **Seven (7) Days'** notice /intimation/Demand Note in writing to pay such amounts due by Post / by hand delivery / by Courier / by E-mail at the address given by the Allottee/Purchaser and the Allottee/Purchaser shall within **Seven (7) Days** of receipt of the said notice/intimation/demand note, pay the amounts due to the Promoters at their office without any further delay or default for whatever reason. The decision of the Developer regarding determination whether amounts are due or not from the Allottee/Purchaser in accordance with the Agreement shall be final and binding and

conclusive. It is further specifically agreed that unless the Allottee/Purchaser makes the payment of outstanding amount/dues, the Developer is entitled to hold the possession of intended flat until the realization of aforementioned consideration (which includes the agreed interest amount).

7. The Allottee/Purchaser declares and confirms that they have agreed to pay the instalments for the said Flat as mentioned above without any delay or default, as time for making payment of the above amounts and all other amounts payable under this agreement is the essence of the contract and delay in any payment shall make this Agreement void or voidable at the option of the Promoters.

8. Without prejudice to the right of the Developers to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/Purchaser shall be found and liable to pay interest as per RERA, on all the amounts which become due and payable by the Allottee/Purchaser to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Developer. The amount of interest may be informed to the Allottee/Purchaser from time to time or on completion of the said Project/said Premises, and the Allottee/Purchaser has agreed to pay the same as and when demanded before the possession of the said Premises.

9. Time for making payment of the above amounts shall be the essence of the contract.

10. The Sale Consideration above excludes Taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement) up to the date of handing over the possession of the Flat. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/Purchaser alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee/Purchaser as and when called upon by the Developer and/or as required by the concerned Government or authority, as the case may be.

11. The Purchasers are aware that the Transaction under these presents is for allotment of premises to the Purchaser in the building to be constructed by the Promoters on the said property. The Consideration fixed under these presents is exclusive of payment of statutory charges or levies including service taxes, Vat, tax/levy

under Works Contract Act/Sales Tax by any authority or authorities of Government or Semi Government. The Purchaser alone shall in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges including service taxes, service charges betterment/development/infrastructure charges, sales tax payable under works Contract Act, etc. if so, levied by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same. The Promoters shall not be bound to accept payment of any instalment unless the same is paid alongwith service tax/VAT/GST applicable etc.

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

13. The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser by discounting such early payments for the period by which the respective instalment has

been preponed. 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.

14. The Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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 (3 %). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit then Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Developer Promoter shall demand additional amount from the Allottee/Purchaser 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 4** of this Agreement. It is specifically agreed that for the purpose of measurement, reduction on account of thickness of finishing works (construction exigencies) like plaster/gypsum/skirting & tiling/ledges in toilets/kitchen shall not be considered and actual measurement must be calculated from the original wall/respective wall (unfinished wall to unfinished wall .i.e. brickwork to brickwork) for such purpose. In case of any dispute on the measurement of Carpet Area, the

same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

15. **Payment through Loan/financing arrangement, if availed :**

a. If the Allottee/Purchaser enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this **Clause 5** and **Clauses thereinafter** and the availment of any such loan will not absolve Allottee/Purchaser of its responsibilities under this Agreement.

b. In the event, the Purchaser being desirous of obtaining finance from any bankers or financial institutions so as to purchase the premises under these presents, the Purchaser shall be entitled to do so only after obtaining prior written consent from the Developers and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so. The Promoters do not give guarantee to such finance/loan and the Purchaser shall apply for and obtain such finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the

bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

c. It is further agreed and understood that in the event of the Purchaser having obtained sanction of loan/finance, Purchaser shall inform in writing to the Promoters of having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by cheque (crossed/Account payee)/Pay order/RTGS/NEFT directly in the name of the Promoters and shall be handed over personally to the Promoters. Acknowledgement, if any, by any unauthorized persons and/or the Purchasers herein shall not bind the Promoters as having received such loan/finance on behalf of the Purchaser.

d. It is further agreed and understood that the Purchaser, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of

any delay in disbursement of failure in payment/disbursement of the balance consideration payable by the Purchaser to the Developers under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount alongwith interest, so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay the amount so due and payable to the Developers from his/her/their own source of income. The Developers shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/ Financial Institutions.

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

17. Any delay tolerated or indulgence, shown by the Developers in enforcing the terms of this agreement or any forbearance of giving of time to the Allottee/Purchaser by the Developers shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/Purchaser or shall the same in any manner prejudice the rights of the Developers.

18. The Developers shall in respect of any amount remaining unpaid by the Purchasers under this Agreement have first lien and charge on the Flat/Stilt Car Parking Space/Open Car Parking Space agreed to be purchased/acquired by the Purchaser/s and the Promoter is entitled to hold the possession of intended flat until the realization of aforementioned consideration (which includes the agreed interest amount).

19. The Developers hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/Purchaser, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the Flat.

20. Time is essence for the Promoter as well as the Allottee/Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of all the instalment of the Sale Consideration and all other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Clause 5** herein above. **("Agreed Payment Plan")**.

21. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 1366.40 square meters only and Promoter has planned to utilize Floor Space Index of 2.97 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 2.97 as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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.

22. **Possession Date :**

a. The Developer shall give possession of the Flat to the Allottee/Purchaser on or before _____ ("Possession Date"). If the Developer fails or neglects to give possession of the Flat to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the **Clause 9** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

b. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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.

23. **Delays and Termination :**

a. If the Developer fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser, the Promoter agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

b. Without prejudice to the right of Developer to charge interest in terms of **Clause 9** above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of

instalments, the Promoter shall at his own option, may terminate this Agreement:

c. Provided that, Developer shall give "notice" of **fifteen (15) days** in writing to the Allottee/Purchaser, by Registered Post AD / Courier at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/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 Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

d. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee/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 (30) days** of the termination, the instalments of Sale Consideration of the Flat which may till then have been paid by the Allottee/Purchaser to the Developer.

24. **Procedure for taking possession :**

a. Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee/Purchaser of the requisite instalments of the Sale Consideration and

all other amounts due and payable in terms of this Agreement, the Developer shall offer possession of the said Premises to the Allottee/Purchaser in writing **("Possession Notice")**. The Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Develoepr. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Developer or Association of allottees/Society, as the case may be. The Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within **7 days** of receiving the Occupancy Certificate of the Project, provided the Allottee/Purchaser has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

b. The Allottee/Purchaser shall take possession of the Flat within **15 days** of the written Possession Notice from the Developer to the Allottee/Purchaser intimating that the said Flats are ready for use and occupancy:

25. **Failure of Allottee/Purchaser to take Possession of Flat :**

Upon receiving a written intimation from the Developer as per **Clause 25** above, the Allottee/Purchaser shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Flat to the allottee/Purchaser. Irrespective of whether the Allottee/Purchaser takes or the Allottee/Purchaser fails

and/or neglects to take possession within the time provided in **Clause 25**, such Allottee/Purchaser shall be liable to pay and shall continue to be liable to pay to the Developer the maintenance charges and all other charges, outgoings, taxes as applicable as may be demanded by the Promoter.

26. **Common areas, facilities and amenities in the said Real Estate Project and internal fitting and fixtures in the said Premises :**

a. The fixtures and fittings with regards 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 Promoter in the said building and the Flat as are set out in **SECOND & THIRD SCHEDULE** herein.

b. It is specifically agreed between the Parties hereto that the Developers shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developers. If any change as aforesaid becomes necessary, the Developers shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developers to offer possession of the said Flat on the specified date. The Developers shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible.

c. The Developer may charge the Allottee/Purchaser separately for any up-gradation/changes specifically requested or approved by the Allottee/Purchaser in the fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein.

27. Upon receiving the Possession, the Allottee/Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence or as may be permissible and after obtaining requisite permission, licenses, etc., if required from the concerned authority and shall not use the said Flat for any purpose other than the aforesaid purpose for which it is allotted nor shall the Allottee/Purchaser use the said Flat for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring property or for any illegal or immoral purpose. The Allottee/Purchaser shall use the car parking space, if so allotted, only for purpose of keeping or parking own vehicle and not for storage. The Allottee/Purchaser shall be responsible and answerable for any deviation in the use of the said Flat which are contrary to the sanctions of the Municipal and other concerned authorities. The Promoters have full right, absolute authority and entitled to allot approved car parking space in open and/or stilt car parking space not already allotted, to such of the Allottee/s as the Promoters may deem fit and the Purchaser/s shall not object or dispute to the same.

28. **Application for Membership of Society :**

a. Subject to Allotee making payment of entire Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall from time to time sign and execute the writing/application to enable the Allotee for his/her/their membership and the Allottee/Purchaser along with other Allottees/Purchasers of Flats in the building shall join in the **SAUJANYA CHSL** and for this purpose the Allottee/Purchaser shall from time to time sign and execute the **application for registration and/or membership** and the other papers and documents necessary for becoming a member, including the byelaws of the Society and duly fill in, sign and return to the Developer within **7 (seven) days** of the same being forwarded/intimated by the Developer to the Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser 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, as the case may be or any other Competent Authority.

b. The Society shall admit all purchasers of flats and premises in the Real Estate Project as members. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/Purchaser shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

29. **Proportionate outgoings, maintenance and other charges :**

a. Within **15 days** after notice in writing is given by the Developer to the Allottee/Purchaser that the Flat is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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/electricity charges, 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.

b. Until the affairs of the Society are handed over to the Managing Committee of the Society, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Developers, whose decision in this regard shall be final and binding upon the Allottee/Purchaser. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.

c. The Allottee/Purchaser further agrees that till the Allottee's/Purchaser's share is so determined, the Allottee/Purchaser shall pay to the Developer provisional monthly contribution of **Rs. _____/- per Sq. Ft. of RERA Carpet Area per month** towards the outgoings alongwith **applicable taxes** like **GST**, etc. if any. The amounts so paid by the Allottee/Purchaser to

the Developer shall not carry any interest and remain with the Promoter until the affairs of the Society are handed over to the Managing Committee of the Society. On such handing over, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

d. The Purchaser/s undertakes to pay such provisional monthly contribution and proportionate share of outgoings for a period of **3 (three) months** in advance and shall not withhold the same for any reason whatsoever. If the Purchaser/s fails to pay the monthly contribution within time the Developers will be entitled to claim interest. It is expressly clarified that the above stated amount does not include Property Tax.

e. The Allottee/Purchaser 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.
ii)	Rs. _____/-	Rs. ____/- per Sq. Ft. of RERA Carpet Area per month for deposit towards provisional monthly contribution towards outgoings of Society for a period of 3 (three) months in advance.
	Rs. _____/-	**TOTAL**

f. The Developer shall maintain a separate account in respect of sums received by the Promoter from the

Allottee/Purchaser as advance/deposit, sums received on account of the Share Money, Application Entrance Fee of the Society or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received. The amounts so paid by the Allottee/Purchaser to the Developer shall not carry any interest and remain with the Developer until the management of the building is handed over to the Society in favour of its committee and thereafter the aforesaid advance/deposits (deductions provided for in this agreement) shall be paid over by the Promoters to the Society and the decision of the Developer regarding determination of amounts of expenses incurred shall be final and binding and conclusive.

30. **The Purchaser on or before taking possession of the said premises shall pay to the Developer the following amounts :**

i) Rs. _____/- for meeting all Legal Costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers.

ii) Rs._____/- for Electric Meter connection charges, Water connection expenses and other utility/services connection charges.

iii) Rs. _____/- for Development Charges.

Rs. _____/- TOTAL

The amount paid or becoming payable (alongwith applicable

taxes like GST etc., if any) to the Promoters by the Purchaser under this **Clause** are non-refundable and shall not carry interest. The Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser/Allottee/s or Society at any time.

iv) The Mahanagar Gas connection charges/deposit shall be paid by the Allottee/Purchaser as per actuals, as and when demanded by the Developers, if the services of MGL are available.

The Developers shall not be liable to share the Maintenance charges, Electricity Charges, Water Charges, and other outgoings in respect of the unsold premises/stilt car parking/open parking space. The Developers will bear the Municipal Assessment taxes if any, payable and nothing else.

31. **Defect Liability :**

a. If within a period of **5 (five) years** from the date of handing over the Flat to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision 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 Allottee/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA Act.

b. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee/Purchaser and/or any other allottee/Purchaser in the Real Estate Project or by wear and tear in regular course.

c. Provided however, that the Allottee/Purchaser shall not carry out any alterations of the whatsoever nature in the said Flat and in specific the structure of the said Flat / Wing of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developers, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Developers and shall not mean defect/s caused by normal wear and tear and by negligent use of Flats/ Units by the Occupants, vagaries of nature etc.

d. That it shall be the responsibility of the Allottee/Purchaser to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their flat are regularly filled with white cement/epoxy to prevent water seepage.

e. Further where the manufacturer warranty as shown by the Promoter to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/Purchaser, the Developer shall not be responsible for any defects occurring due to the same.

f. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

g. That the Allottee/Purchaser has been made aware and that the Allottee/Purchaser expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

h. Provided further that any default or deviation in usage/maintenance of the said Flat/Building shall amount to default on part of the Allottee/Purchaser towards proper maintenance of the Flat/building/Wing and the Allottee/Purchaser shall not be entitled to claim

any compensation against defect liability from the Promoters.

i. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

32. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :**

The Developer hereby represents and warrants to the Allottee/Purchaser as follows:

a. The Developer has 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 in pursuance of the said Development Agreement;

b. The Developer has 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;

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

d. There are no litigations pending before any Court of Law with respect to the project land or Project except those disclosed in the title report;

e. 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 Developer has 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;

f. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;

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

h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee/Purchaser in the manner contemplated in this Agreement;

i. Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Society;

j. The Developer has 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 till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;

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

33. **The Allottee/Purchaser or himself/themselves with intention to bind all persons into whosoever hands the Flat may come, hereby covenants with the Developer as follows :**

a. To maintain the Flat agreed to be sold under this Agreement at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is offered and shall not do or cause to be done anything in or to the building in which the Flat is situated or to the staircase, passages or any other common utility areas which may be against the rules, regulations or bye-laws and shall not change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the Developer and/or MCGM or the Society, as the case may be.

b. not to keep any goods, things, display boards or any material, antennas for TV/Internet or other such or articles outside the said Flat or in any manner encroach the lobby or corridors, put weather sheds or obstruct open space of the building or any part thereof or obstruct free ingress and egress to the building or adjoining Flat and not to erect any divider, wall or structure that may divide or encroach the open space appurtenant to the said Building.

c. Not to store in the Flat 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 Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including

entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach and in the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable to the authority and/or other public authority.

d. To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/Purchaser and shall not do or cause to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

e. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation (including external walls, windows, grills/railings) and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the

appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel, make holes or in any other manner damage to columns, beams, walls, slabs or RCC Pardi or other structural members in the said flat or building and shall not in any manner hammer or chisel the exterior walls for wiring or any other purpose, damage or make holes in the exterior walls and nail the exterior plaster of the Flat (for fixing grill or fixing tv antenna) and not damage or disturb the waterproofing of toilets, kitchen and terrace and shall not make any provision for individual water storage tanks or create Lofts in the toilets to store water individually in the water storage tanks without the prior written permission of the Promoters and/or the Society or MCGM as the case may be.

f. not to store any goods, residual waste, discarded household material, flower pots or any other objects on the common Terrace and the common terrace above the top floor of the building shall always be kept clean, maintained and free from any encroachments. The idea in prohibiting the above is that these things cause accumulation of dirt and may damage the surface of the terrace resulting in further damage to water proofing. The Allottee/Purchaser shall not feed birds, private pets in any manner on the common Terrace of the building. The members residing on the top floor shall have the prerogative to complain to the society of any such misuse of the Terrace of the building. No Purchaser/Allottee/Member of the Society shall be allowed to fix/nail the Satellite TV dish antenna on the

parapet wall of the Terrace or on the external walls of the building as this causes damage and cracks to the plaster resulting in leakage (a separate platform or provision shall be made on terrace to fix the same).

g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance if so taken.

h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated but but to collect it in plastic bags or dust bin and hand it over to the sweeper who will come for collection or put it at places provided for it in the building or compound. The Allottee/Purchaser will segregate wet garbage and dry garbage and collect them in separate bags and hand them over each separately and observe Municipal Rules and Regulations in that behalf without fail.

i. Pay to the Developer within **15 (fifteen) days** of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.

j. To bear and pay in proportion increase in local taxes, insurance, water charges, premiums, deposits, security deposits, outgoings and such other levies if any, which are imposed or levied by the concerned Local Authority

and/or Government and/or other Public Authority, on account of change of user of the premises by the Purchaser/s viz. user of any purposes other than for residential purpose or for any other purpose or reason whatsoever.

k. Not to let, sub-let, transfer, assign or part with possession, his/her/their interest or benefit of this Agreement or in any manner encumber or deal with or dispose of the said premises until all the dues payable to the Promoters under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have obtain prior consent in writing from the Developer for this purpose.

l. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

m. The Allottee/Purchaser shall always permit the Promoters and their engineers/surveyors/contractors and agents, with or without workmen and others at all reasonable times to enter into and upon the said building and the said flat or any part thereof to view and examine the state and condition thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order facilities and also services, drains, pipes, cables, water connections, electric connection wires, gas connections and structures and other conveniences belonging to or serving the said flat / premises or the building in which the said flat is located and for the purpose of laying down maintaining, repairing and testing drainage lines, water pipes and electric wires and for similar other purpose.

n. In the event Allottee/Purchaser would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Free Sale Plot, then the Allottee/Purchaser shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organization and/or the concerned government, local or public bodies or authorities in that regard;

o. The Allottee/Purchaser shall indemnify and keep indemnified the Developer towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser.

p. Not to interfere, obstruct or object to the Promoters installing or permitting to install other facilities as they may desire and to cooperate with them.

q. To sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Promoters for effectually carrying out intention of the parties including to enable the Promoters to complete the project as contemplated under these presents.

r. The Purchaser shall either independently and/or jointly with other Purchaser/s comply with, fulfil, observe and perform all obligations and covenants on his/her/their part contained under these presents.

s. The Allottee/Purchaser shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;

t. To pay all amounts agreed or liable to be paid by the Allottee/Purchaser pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee/Purchaser to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee/Purchaser and shall keep the Developer indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Developer by reason of non-

payment non-observance and/or non-performance thereof;

u. **Provision regarding Air-conditioner, Painting, Display Board, Hanging Clothes, Grills etc. :**

i) to install Air-conditioner/s only in the space/s provided in the said flat for the same. If the Allottee/Purchaser desire to install air conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said flat or be required to be affixed/installed outside the said flat, then the Allottee/Purchaser shall install/affix the same only after obtaining the Developer's prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoter in respect of the same.

ii) not to do or carry out any painting, decoration or other work to the exterior of or outside the said flat, without the prior written permission of the Promoter.

iii) not to affix/install any sign, name or display boards, or any hoardings, or neon lights in or about the said building and/or in any part of the said building, without the prior written permission of the Developer.

iv) not to hang clothes, garments or any other thing for drying or for any other purpose from the windows, balcony or terrace/s of or appurtenant to the said flat or any side of the building or above the parapet of railing level within the said flat. Not to put any plants/pots/flower pots or some other such things which

require watering and to be maintained. The idea in prohibiting the above is that the water seeps through pots etc. and spoils the wall and its colour.

v) not to fix or permit to be fixed any form of metal or other grill/box type grill on the exterior of windows and doors in the said flat other than grills of a design and only at the position specified by the Promoter so as to ensure and maintain uniformity of design/exterior throughout the said building.

34. All out of pocket costs, charges and expenses including the registration charges of and incidental to this agreement and service tax, vat (if applicable), GST, etc. shall be borne and paid by the Allottee/Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be paid by the Allottee/Purchaser. If the Allottee/Purchaser fails to pay the above costs, expenses, taxes etc. then the Developer shall adjust the said sum with the amounts already received from the Allottee/Purchaser towards the basic cost of the flat/premises.

35. The Allottee/Purchaser agrees to comply with all the terms and conditions of any order, scheme, permission, objection etc. that may have been granted and/or which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including paying any charges, bearing expenses, making deposits. The Allottee/Purchaser s agree to sign and deliver to the Promoter before and after taking possession of the

Flat/premises all writings, papers, documents, applications, undertakings, etc. as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.

36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Premises or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Premises hereby agreed to be sold to Allottee/Purchaser and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the said Society.

37. **DEVELOEPR SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

b. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection received from the mortgagees therein.

c. The Developer shall be entitled to securitize the Sale Price payable by the Allottee/Purchaser under this Agreement (or any part thereof), in the manner permissible by law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration payable by the Allottee/Purchaser under this Agreement or any part thereof.

d. Upon receipt of such intimation from the Developer, the Allottee/Purchaser shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

38. **BINDING EFFECT**

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

then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

39. **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/plot/building, as the case may be.

40. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

41. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES/PURCHASER**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees/Purchasers of the Flat,

in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

42. **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.

43. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee(s)/Purcahser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

44. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be

reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, in Mumbai. After the Agreement is duly executed by the Allottee/Purchaser and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

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

47. **STAMP DUTY AND REGISTRATION**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee//Purchaser (s) only.

48. **Notices :**

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

Name of Allottee/Purchaser :
Allottee's Address :

Notified Email ID :

Name : **M/s. OMKARA INFRATECH**

Address : 309, Corporate Corner, Next to
Dalmia College, Sunder Nagar,
Malad (West), Mumbai - 400 064.

Notified Email ID : omkarainfratech@gmail.com

It shall be the duty of the Allottee/Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee/Purchaser, as the case may be.

49. **JOINT ALLOTTEES/PURCHASERS**

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

50. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the **RERA** Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

51. **GOVERNING LAW**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

52. **The Allottee further undertakes as under :**

a. The Allottee/s herein is/are aware that the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.

b. The Allottee/s agrees for no objection for the neighbourhood development with deficient open space in future.

c. The Allottee/s shall not hold M.C.G.M. liable for failure of Mechanical Car Parking system and car lift in future.

d. The Allottee/s shall not hold M.C.G.M. liable for the proposed inadequate/sub-standard sizes of rooms in future and no complaints of whatsoever nature to MCGM in this regard will be made in future.

e. The Allottee/s herein is/are aware of inadequate manoeuvring space of car parking and no complaint to M.C.G.M. by Allottee/s in this regard will be made in future.

f. The Allottee shall not misuse the area of mid landing allowed in Stilt.

g. That the toilet is existing above shop/habitable room and the Allottee/s shall not complain regarding leakages to MCGM in this regard in future.

h. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by residents/ occupants of the building in the jurisdiction of MCGM.

i. The Allottee/s accepts that Fungible FSI has been utilized in the construction of his/her/their flat.

j. The prospective society/end user shall preserve and maintain the documents/plans viz Ownership documents, Copies of IOD, C.C., subsequent amendments, O.C.C./B.C.C. and plans, Copies of Soil Investigation reports, RCC plans, Structural Stability Certificate, Supervision Certificate, Completion Certificate issued by the C.F.O. and any other documents and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of MCGM. The end user/prospective society shall carry out necessary repairs/structural audit/fire audits at regular intervals.

53. The **Permanent Account Number** of the parties hereto are as follows:-

PARTIES	PAN NO.
M/S. OMKARA INFRATECH	

54. **GST No.** :

PARTY	GST NO.
M/S. OMKARA INFRATECH	

LIST OF ANNEXURES :

The Developers herein have annexed hereto the following

documents :

SR.NO.	PARTICULARS	ANNEXURE
1	Copy of Property Register Card & CTS Plan	A
2	Index-II of Development Agreement	B
3	RERA Certificate	C
4	Certificate of Title	D
5	Copy of Intimation of Disapproval (I.O.D.)	E
6	Copy of Commencement Certificate (C.C.)	F
7	Copy of Floor Plan of concerned flat.	G
8	Layout Plan	H

FIRST SCHEDULE ABOVE REFERRED TO

(Description of **'the said Land and the Building')**

All those pieces or parcel plot of land admeasuring area 535.70 sq. mtrs. bearing Plot No. 539 (Original Plot No 536), Corresponding CTS No. 462-B, corresponding Survey No. 29, Hissa No. 8 (pt.), of Village Shimpoli / Borivali, Taluka Borivali, Mumbai Suburban District, the said society known as Saujanya CHSL, Shimpoli (Eksar), Borivali (West), Mumbai - 400092 and existing constructed area 621.26 sq. mtrs. of the said buildings known as "SAUJANYA" (herein referred to as "the said Buildings"/"the said Existing Buildings").

On or Towards East Side: Plot Bearing CTS No. 463 A

On or Towards West Side: By Existing 7.00 Mtrs. Wide

Access Road

On or Towards North Side: By Existing 12.00 Mtrs. Wide Road

On or Towards South Side: Plot Bearing F.P. No. 540

SECOND SCHEDULE ABOVE REFERRED TO

A] COMMON AREAS AND FACILITIES:

1. The land described in the First Schedule above (subject to the right of exclusive uses that will be allotted to various units).

2. The footings, RCC structures and main walls of the building.

3. Staircase column and lift (if any) in the building.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. Top terrace

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two flats.
2. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

THIRD SCHEDULE ABOVE REFERRED TO

LIST OF AMENITIES :-

FOURTH SCHEDULE ABOVE REFERRED TO

Flat No. _____ admeasuring about _____ Sq. Ft. RERA Carpet Area equivalent to _____ Sq. Mtrs. RERA Carpet Area on the _____th Floor in the building named "OMKARA UNCHAI", of Saujanya Co-operative Housing Society Ltd., Shimpoli (Eksar), Borivali (West), Mumbai – 400092.

SIGNED SEALED AND DELIVERED BY the within named "DEVELOPERS"
M/S OMKARA INFRATECH
Through its Proprietor
MS. NEETA MEHUL SHAH PHOTO
P.A. NO. AKYPS-5839-H

_____ _____

Left Thumb Impression Signature

Witness:

1.

2.

SIGNED, SEALED AND DELIVERED by the within named

“THE ALLOTEE/PURCHASER”

MR./MRS. _____

MR./MRS. _____

PAN. NO. PHOTO

_____ _____

Left Thumb Impression Signature

Witness:

1.

2.