



\_\_\_\_\_ LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008, having its office at: \_\_\_\_\_ through its designated partners (1) \_\_\_\_\_ and (2) \_\_\_\_\_, authorized by a resolution / power of attorney dated \_\_\_\_\_ [For LLP] [Note: Copy of the LLP Deed and Certified true copy of Resolution authorizing (a) execution of this Agreement by all the partners should be submitted.]

hereinafter referred to as the said "**Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of (a) individuals, his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns; (b) proprietorship concern, sole proprietor's heirs, executors, administrators, legal representatives and permitted assigns; (c) partnership firm, the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor of partners, legal representatives and permitted assigns; (d) HUF, the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators and permitted assigns and (e) Company and/or LLP, its successors and permitted assigns) of the **OTHER PART**;

The Promoter and the Purchaser are hereinafter for the sake of brevity individually referred to as "**Party**" and collectively and jointly referred to as the "**Parties**".

**WHEREAS: -**

- A. The Maharashtra Housing Board ("Board") constituted under the Maharashtra Housing and Area Development Act, 1976 was possessed or otherwise well and sufficiently entitled to (1) all that piece and parcel of the land or ground bearing Survey No. 113, City Survey No. 356 (part) admeasuring 646 square meters, situate, lying and being at Hariyali Village Vikhroli in the Registration Sub-District of Bandra Bombay Suburban District ("Sayeesh Land") and (2) all that piece and parcel of the land or ground bearing Survey No. 113, City Survey No. 356 (part) admeasuring 646 square

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meters, situate, lying and being at Hariyali Village Vikhroli in the Registration Sub-District of Bandra Bombay Suburban District ("Sumangal Land").

- B. The Board constructed a building on Sayeesh Land being building bearing no. 9 consisting of Ground plus 3 (three) upper floors having 4 tenants on each floor i.e. a total of 16 tenants ("**Building No. 9**") for housing of people under Low Income Group Housing Scheme and the tenants of the Building No. 9 formed a co-operative housing society known as Kannamwar Nagar Sayeesh Cooperative Housing Society. The said Sayeesh Land along with the Building No. 9, shall hereinafter, unless referred to individually, be collectively referred to as the said "**Property No.1**" and is more particularly described in the **First Schedule** hereunder written.
- C. The Board constructed a building on Sumangal Land being building bearing no. 10 consisting of Ground plus 3 (three) upper floors having 4 tenants on each floor i.e. a total of 16 tenants ("**Building No. 10**") for housing of people under Low Income Group Housing Scheme and the tenants of Building No. 10 formed a co-operative housing society known as Kannamwar Nagar Sumangal Cooperative Housing Society. The said Sumanga Land along with the Building No. 10, shall hereinafter, unless referred to individually, be collectively referred to as the said "**Property No.2**" and is more particularly described in the **Second Schedule** hereunder written.
- D. The said Property No.1 and Property No.2 are hereinafter collectively referred to as the said "**Properties**";
- E. Maharashtra Housing and Area Development Authority (hereinafter referred to as the "**Authority**") was constituted with effect from December 5, 1977 vide Government Notification by the Public Works and Housing Development bearing No. ARD/1077(1)/Desk-44 and the Board, stood dissolved by operation of Section 15 of the Maharashtra Housing Board Act, 1948 (hereinafter referred to as the "**MHAD Act**"). In terms of Clause 189 (a) and (b) of the MHAD Act, all the property, rights, liabilities and obligations of the Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of the Authority;

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**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** is made at \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 2023;

**BETWEEN**

**M/S. SWASTIK HOMES (PAN: ADYFS4233L)**, a Partnership firm duly registered under the provisions of Indian Partnership Act, 1932 and having its office at 312, Swastik Disa Corporate Park, Kohinoor Compound, LBS Marg, Ghatkopar West, Opposite Shreyas Cinemas, Mumbai – 400 086 by the hands of its partner [●] hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners or partner for the time being of the firm, the survivors or survivor of them, the heirs, executors and administrators of the last surviving partner, his/her/their assigns) of the **One Part**;

**AND**

Mr./Ms./Mrs. \_\_\_\_\_  
Son/Daughter/Wife of Mr./Ms./Mrs. \_\_\_\_\_  
having PAN \_\_\_\_\_, adult, Indian Inhabitant, residing at \_\_\_\_\_  
\_\_\_\_\_ [For  
*Individual*];

**OR**

M/s. \_\_\_\_\_, a proprietorship concern through its sole proprietor Mr./Ms./Mrs. \_\_\_\_\_ adult, Indian Inhabitant having PAN \_\_\_\_\_ and having its office at \_\_\_\_\_  
\_\_\_\_\_ [For Proprietorship Concern];

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OR

\_\_\_\_\_ HUF through its Karta  
 Mr. \_\_\_\_\_ adult, Indian Inhabitant having PAN  
 \_\_\_\_\_ and having its office at

\_\_\_\_\_ for self and as Karta and manager of his joint and undivided Hindu family. [*For HUF*];

OR

M/s. \_\_\_\_\_ a  
 partnership firm duly registered under the Indian Partnership Act, 1932 having  
 PAN \_\_\_\_\_ and having its registered office  
 at \_\_\_\_\_

acting through its partner/s Mr. \_\_\_\_\_ and Mr.  
 \_\_\_\_\_ authorized by a resolution / power of attorney  
 dated \_\_\_\_\_. [*For Partnership Firm*] [*Note: Copy of the  
 Partnership Deed and resolution/authorization signed and certified by the all  
 partners should be submitted.*]

OR

\_\_\_\_\_ Limited / Private Limited, a Company  
 incorporated under the Companies Act, 1956 and deemed to be registered under  
 Companies Act, 2013 or Companies Act, 2013, having CIN \_\_\_\_\_ and  
 PAN \_\_\_\_\_ and having its registered office at  
 \_\_\_\_\_ and acting through its  
 directors Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ / duly authorized  
 signatory Mr./Ms./Mrs. \_\_\_\_\_ authorized by  
 Board resolution dated \_\_\_\_\_ [*For Company*] [*Note: Certified true  
 copy of Board Resolution authorizing execution of this Agreement along with a  
 certified true copy of Memorandum & Articles of Association should be submitted.*]

OR

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- F. In view thereof, the said Properties became the property of the Authority and all the rights liabilities and obligations of the Board as aforesaid in relation to the said Properties became the rights liabilities and obligations of the Authority;
- G. By and under Indenture of Lease dated 28th December 1987 executed between Maharashtra Housing and Area Development Authority (the Authority therein) and Kannamwar Nagar Sayeesh Cooperative Housing Society Limited (the Society therein), the Authority therein demised by way of lease unto the Society, the said Sayeesh Land for the lease premium, rent and terms and conditions more particularly stated therein for a period of 99 years with effect from 1st December 1980.
- H. By and under a Deed of Sale dated 28th December 1987 executed between the Maharashtra Housing and Area Development Authority (the Authority therein) and Kannamwar Nagar Sayeesh Cooperative Housing Society Limited (the Society therein), the Authority therein conveyed, granted and assured to the Society therein by way of sale, the said Building No. 9 constructed on the said Sayeesh Land for the consideration and in the manner more particularly described therein.
- I. In view of the aforesaid, Kannamwar Nagar Sayeesh Cooperative Housing Society Limited became the lessee of Sayeesh Land and the owner of Building No. 9 standing on the said Sayeesh Land.
- J. By and under an Indenture of Lease dated 17th May 1991 executed between Maharashtra Housing and Area Development Authority (the Authority therein) and Kannamwar Nagar Sumangal Cooperative Housing Society Limited (the Society therein), the Authority therein demised by way of lease to the Society, the said Sumangal Land for the lease premium, rent and terms and conditions more particularly stated therein for a period of 99 years with effect from 1st December 1980.
- K. By and under a Deed of Sale dated 17th May 1991 executed between Maharashtra Housing and Area Development Authority (the Authority therein) and Kannamwar Nagar Sumangal Cooperative Housing Society Limited (the Society therein), the Authority therein conveyed, granted and

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assured to the Society therein by way of sale, the said Building No. 10 constructed on the said Sumangal Land for the consideration and in the manner more particularly described therein.

L. In view of the aforesaid, Kannamwar Nagar Sumangal Cooperative Housing Society Limited became the lessee of Sumangal Land and the owner of Building No. 10 standing on the said Sumangal Land.

M. By a notification dated 5th August 2021 bearing Serial No. Ja.Kr.Mum/Dy.R/B-2/1069/2021, Reg. No. MUM/TNA/MHADDB/HSG/[TO]/[TC]/103/2021-2022 issued by Deputy Registrar, Co-operative Societies, MHADA, Kannamwar Nagar Sayeesh Cooperative Housing Society Limited and Kannamwar Nagar Sumangal Cooperative Housing Society Limited were dissolved and Swastik Tulip Co-operative Housing Society Limited was incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under registration no. MUM/TNA/MHADDB/HSG/(TO)/(TC)/103/2021-2022 dated 5th August 2021 and having its registered office at Building No. 9 and 10, Kannamwar Nagar 1, Vikhroli (East), Mumbai – 400 08 (hereinafter referred to as the "**said Society**").

N. By and under a Development Agreement dated 25th February 2022 executed between Swastik Tulip Co-operative Housing Society Limited (as Society therein) and Mr. Prafulla R. Parulkar and 31 others (as Members therein) and M/s. Swastik Homes represented by its partner Mr. Rahul Samar (as Developer therein) and registered with the office of Sub-Registrar of Assurances at Kurla and bearing Serial No. KRL-5/3579 of 2022, the Society therein granted sole, exclusive and irrevocable development/re-development rights on principal to principal basis to the Developer therein with respect to all that piece and parcel of the land admeasuring 1292 square meters or thereabouts bearing CTS No. 356 (part) corresponding to Survey No. 113 (part) plus tit bit area at Village Hariyali, Kannamwar Nagar, Vikhroli (East) in the registration sub-district of Kurla and District of Mumbai City/Suburban along with Building No. 9 and Building No. 10 standing thereon, on the consideration and on the terms and conditions more particularly described therein.

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- O. By and under a Power of Attorney dated 25<sup>th</sup> February, 2022 executed by Swastik Tulip Co-operative Housing Society Limited (Society therein) in favour of M/s. Swastik Homes represented by its partner Mr. Rahul Samar (Attorney therein) and registered with the office of Sub Registrar of Assurances at Kurla bearing Serial No. KKRL-3591-2022.
- P. In view of the foregoing, the Developer came to be entitled to develop the said Properties in terms of the Development Agreement and the Power of Attorney.
- Thereafter, the Promoter got plans, specifications, elevations, sections and other details for redevelopment of the said Properties and construction of a multi-storied building comprising of stilt and upto [●] upper floors to be known as “Swastik Tulip” (“said Building”) on the said Sumangal Land and the said Sayeesh Land (“said Project”) duly approved and sanctioned by the concerned authority. A copy of the duly sanctioned plans sanctioned by the concerned authority is marked and annexed hereto as “Annexure [●]”;
- Q. The sanctioned plans include the building plan, section, specifications and details of the said Project. The building plans / section plan of the Project is hereinafter referred to as “Building Plan” and is annexed hereto and marked as Annexure “A”.
- R. Offer Letter dated 19<sup>th</sup> August 2021, bearing Reference No. CO/MB/REE/NOC/F-1303/2031/2021 was issued by the Authority and addressed to Swastik Tulip CHSL, with respect to Sumangal Land and Sayeesh Land admeasuring 1292 square meters and an additional 28.46 square meters tit bit area, whereby the Society’s proposal for utilization of additional buildable area in respect of the Sumangal Land and Sayeesh Land together with tit-bit area under Regulation 33(5) of the Development Control and Promotion Regulations 2034 was approved subject to payment of premiums and on the terms and conditions set out therein. By virtue of the said Tit-Bit Land permitted to be developed by MHADA, the land area of the said Society comprises of the Sumangal Land and Sayeesh Land together with the said Tit Bit Land. (The Sumangal Land and Sayeesh Land and the said Tit Bit Land for the sake of brevity are hereinafter referred to as “the said Lands”)

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- S. Letter dated 08<sup>th</sup> June, 2022 bearing Reference No. CO/MB/REE/NOC/F-1303/1383/2022 was issued by the Authority, whereby the Authority granted its no-objection for construction to be undertaken, as per the proposal of the Society subject to payment of premium and as per the terms and conditions contained therein. A copy of the aforesaid Letter is marked and annexed hereto as "Annexure B";
- T. The Promoter has obtained the sanction/ approval of the Concession plans in respect of the entire building and has obtained an Intimation of Approval (IOA) dated 14/10/2022 for \_\_\_\_\_ floors in the said Building;
- U. The Promoter has obtained Plinth CC dated \_\_\_\_\_ issued by MCGM bearing reference no. \_\_\_\_\_ for the said Building;
- V. The above details along with the annexures to the RERA Certificate are available for inspection on the website of the RERA Authority at <https://maharera.mahaonline.gov.in>.
- W. The Promoter has the sole and exclusive right to sell premises in the said Lands to be constructed on the said Properties and to enter into Agreement/s with the purchasers of the premises and to receive sale consideration in respect thereof;
- X. The Promoter has appointed Mr. Rohit Parmar of M/s. Sai Sampada Design Build Services as architects and Mr. Jagdish Shah of M/s. System Structural Consultants Pvt. Ltd as Structural Engineer for the preparation of the structural designs and drawings of the Building/s. The aforementioned Architect is registered with the Council of Architects;
- Y. In accordance with the approvals, plans, designs and specifications sanctioned by the concerned authority and /or any other sanctioning authority from time to time, the Promoter is constructing/has constructed the said Building/s on the said Lands;
- Z. The Promoter has entered/shall enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the

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sale of flats, units, and other premises in the said Building and other areas being the limited common areas and facilities for the exclusive use of the purchasers in the manner stated herein. All the units/flats/apartments will be sold and transferred only in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the rules framed thereunder (hereinafter collectively referred to as the “RERA”) and this is a fundamental term of this Agreement;

- AA. The Promoter has registered the said Building / Project under RERA with the Real Estate Regulatory Authority (hereinafter referred to as the “RERA Authority”) and obtained Registration Certificate bearing No. [●];
- BB. The Promoter has availed construction finance/loan from [●] bank and it shall be sole responsibility of the Promoter to repay the loan amount and/or release the said Flat from the mortgage of the [●] bank. The Promoter shall transfer a free clear and marketable title of the said Flat to the Purchaser/s.
- CC. On demand of the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents including originals available with them that have been furnished to the RERA Authority for registration of the said Building / Project with the RERA Authority. In addition to the aforesaid documents, the Promoter has given inspection, to the Purchaser/s, of documents relating to title of the Promoter to the said Properties, the Title Certificate dated [●] issued by Lexicon Law Partners, approved plans, designs and specifications prepared by the Promoter's Architect, Mr. Rohit Parmar of M/s. Sai Sampada Design Build Services, permissions, approvals, consents etc. granted by the concerned Authority to the Promoter and of such other documents as are specified under RERA. The Purchaser/s hereby record/s and confirm/s that he/she/they has/have perused all the aforesaid documents, independently investigated the title of the Promoter and that the Promoter has answered all the requisitions raised by the Purchaser/s and the Purchaser/s is / are fully satisfied with the title of the Promoter in respect of the said Properties and the Promoter’s right to sell and allot various premises in the said Building and has/have accepted the same. The Purchaser/s has/have also visited and inspected the site of construction of the said Building on the said Lands and is fully satisfied with the location thereof;

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- DD. The Purchaser/s have approached the Promoter for allotment of residential Flat No. [●] on [●] floor of the said Building being constructed on the said Lands (the "**said Premises**"). The RERA carpet area of the said Premises is [●] square meters equivalent to [●] square feet. The expression "**RERA carpet area**" (carpet area as defined under the Act means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the net usable floor area of the said Premises meant for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the net usable floor area of the said Premises meant for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises);
- EE. The authenticated copies of (i) the registration certificate duly issued by the RERA Authority in respect of the said Building under the RERA marked as "Annexure [●]", (ii) the Title Certificate dated 12<sup>th</sup> December 2022 marked as "Annexure [●]" issued by Lexicon Law Partners, (iii) the Property Register Card in respect of the said Lands marked as "Annexure [●]" (iv) the permissions and approvals as referred to hereinabove (collectively) and (v) the floor plan in respect of the said Premises agreed to be purchased by the Purchaser/s have been annexed hereto and marked as "**Annexures [●]**";
- FF. Under Section 13 of the RERA the Promoter is required to execute a written Agreement for sale of the Premises with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and the Purchaser/s has / have agreed to enter into this Agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc;
- GG. The Parties relying on the confirmations, representations and assurances of each other to abide by all the terms, conditions and stipulations contained, as mutually agreed upon by and between the Parties, in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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1. It is agreed between the Parties that the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.

2. **DEVELOPMENT AND CONSTRUCTION:**

2.1 The Promoter has constructed / is constructing the Building being “**Swastik Tulip**” consisting of stilt and upto [●] or more upper floors on the said Lands in accordance with the plans, designs, specifications approved by the competent authority from time to time and which have been inspected by the Purchaser/s.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.2 The Purchasers are aware that the plans in respect of the said Building have been sanctioned by the competent authority for stilt and [●] upper floors as per **Annexure “[●]”**. The Promoter has received Commencement Certificate till C.

3. **TRANSACTION**

3.1. The Purchaser/s agree/s to purchase from the Promoter and the Promoter agrees to sell to the Purchaser/s residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters RERA carpet area on the \_\_\_\_\_ floor of the Building known as “**Swastik Tulip**” being/ constructed on the said Lands (“**said Premises**”) and shown in hatched lines on the floor plan annexed hereto and marked “**Annexure [●]**” more particularly described in the [●] **Schedule** hereunder written for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** including Rs. \_\_\_\_\_/- being the proportionate price of the common areas and facilities appurtenant to the said Premises which are more particularly described in the [●] **Schedule** hereunder written (hereinafter referred to as “**Common Areas and Facilities**”) subject to applicable tax deducted at source under the Income

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Tax Act, 1961 (“**Consideration**”) (the price of the said Premises including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- 3.2. Incidental to the Purchaser/s’ ownership rights to the said Premises, the Purchaser/s shall be entitled to exclusively use \_\_\_\_\_ number/s of car parking space/s constructed in the still/podium/basement of the said of the said Building (“**Car Parking Space**”). The exact location and dimension of the Car Parking Space will be finalized by the Promoter only upon completion of the said Project in all respects. The Parking Space shall be for the Purchaser/s and Purchaser/s’ visitors. The Purchaser is aware that just as the Car Parking Space will be for his exclusive use, similar exclusive usage rights of the respective parking spaces to other allottees of premises shall be granted by the Promoter and that the same shall be binding on the Purchaser, his nominees and assigns. The details of the allotment of the Car Parking Space will be handed over to the said Society. The Purchaser shall cause the said Society to ratify the parking allocation in favor of the Purchaser and further that the Purchaser shall not cause the said Society to change the allocation of parking spaces of other allottees.

OR

The Purchaser/s herein is not desirous of purchasing the Car Parking Space. The Purchaser/s herein agrees, declares and confirms that he/she/they shall not raise any claim and/or demand in future to the Promoter/Society with respect to the car parking space not being allotted to them. The Purchaser/s undertakes and agrees that they shall have no right, title and interest in the car parking space and the car parking space shall not form part of the Common Areas and Facilities.

4. **CONSIDERATION:**

- 4.1. The Total Consideration is [●] in addition to the applicable Goods and Service Tax (“GST”)
- 4.2. The Purchaser/s has / have paid to the Promoter a sum of Rs. [●]/- (Rupees [●] Only) plus the applicable Goods and Service Tax (“GST”) and subject to deduction of tax on or before the execution of this Agreement and agrees to pay the balance sum of Rs. [●]/- (Rupees [●] Oniy) plus the applicable

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Goods and Service Tax ("GST") (and other taxes in the manner stated in the payment schedule annexed as Annexure [•]).

- 4.3. The Consideration excludes taxes (consisting of taxes paid or payable by the Promoter by way of GST, levies and cesses or any other similar taxes levied in connection with the construction of and implementation of the Project) and/or all other direct/indirect taxes applicable or which are and/or may become applicable pertaining or relating to the said Premises in any manner whatsoever and/or on the transaction as contemplated herein and/or the consideration payable hereunder, including but not limited to GST, Swachh Bharat Cess, Krishi Kalyan Cess, land under construction tax, LBT, surcharge, increase in development charges, land under construction charges, costs or levies imposed by the competent Authority, and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies and/or any other new taxes, any interest, penalty, levies and cesses and also all increases therein from time to time (collectively "**Statutory Charges**") under the provisions of the applicable law or any amendments thereto. The Statutory Charges shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) working days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against any costs, liabilities, penalties and interests etc. that may be levied with regard to the same. It is only upon payment of all amounts as contemplated in this Agreement, that the transfer of the said Premises in favour of the Purchaser/s will take place.
- 4.4. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges, taxes, levies or cesses 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. These charges shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) working days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoters from and against the same. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent

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Authority, 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 Purchaser/s, which shall only be applicable on subsequent payments.

- 4.5. Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Consideration, Statutory Charges and all other taxes as may be applicable and/or any other amount payable by the Purchaser/s herein and/or performance of the obligations by the Purchaser/s, is the essence of this Agreement.
- 4.6. The Purchaser/s authorize/s 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 /their name/s as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner howsoever.
- 4.7. The amounts payable by the Purchaser/s to the Promoter including the payments mentioned in "Annexure [●]" shall be made by the Purchaser/s within 7 (seven) days of notice in writing by the Promoter (hereinafter referred to as "Promoter's Intimation"). An intimation forwarded by the Promoter to the Purchaser/s that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed. However, it is agreed that failure to receive notice from the Promoter, requiring such payment shall not be a plea or an excuse for non-payment of any amount or amounts unless and otherwise agreed upon by the promoter.
- 4.8. If the Purchaser/s delays/ fail/s or is / are otherwise unable to pay any of the amounts payable under this Agreement on the respective due date/s, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under the RERA. In addition to the Purchaser/s' liability to pay interest as mentioned hereinabove the

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Purchaser/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter including but not limited to in consequence to any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa for the purpose of enforcing payment of and recovering from the Purchaser/s any amount or dues whatsoever payable by the Purchaser/s under this Agreement and the Purchaser/s hereby indemnifies the Promoter regarding such expenses.

- 4.9. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the said Premises. It is hereby clarified that for the purposes of this Agreement, the date of actual payment shall mean the date of credit of the amount in the Collection Account (defined hereinafter) and/or the Statutory Charges Collection Account (defined hereinafter), as the case may be. All the rights and/or remedies of the Promoter against the Purchaser/s are cumulative and without prejudice to one another.
- 4.10. The Consideration shall be subject to deduction of tax at applicable rate ("TDS") as per the Income Tax Act, 1961 (if applicable) and the Purchaser/s shall make payment of each installment as stated in **Annexure [H]** subject to proportionate deduction of TDS thereon and shall accordingly forthwith pay the TDS amount into the requisite Government Income Tax account. The Purchaser/s agree/s and undertake/s to furnish to the Promoter a tax deduction certificate in this regard within 30 (thirty) days from the date of deduction of TDS. In the event the Purchaser/s fail/s to deduct tax or deposit the same in the requisite Government Income Tax account, the Purchaser/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.
- 4.11. It is expressly agreed that any deduction of an amount made by the Purchaser/s on account of TDS shall be acknowledged/ credited by the Promoter, only upon the Purchaser/s submitting in a timely manner to the Promoter the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income

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Tax Department website for this purpose. Provided further that, at the time of handing over the possession of the said Premises, if any such challan/ certificate is not produced, the Purchaser/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter upon the Purchaser/s producing such challan/ certificate within 2 (two) months of possession of the said Premises. Provided further that in case the Purchaser/s fail to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the amount receivable from the Purchaser/s.

- 4.12. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Premises until and unless all the amounts due and payable by the Purchaser/s as recorded herein are paid by the Purchaser/s to the Promoter in accordance with the terms and conditions of this Agreement. Without prejudice to the other remedies available to the Promoter, the Purchaser/s shall be liable to pay interest at the State Bank of India (SBI) highest marginal cost of lending rate plus 2% p.a. as notified by RERA on all delayed payments or any part thereof from the due date till the date of payment thereof.
- 4.13. The proposed RERA carpet area of the said Flat would be as per the approved plans and may change up to 3% as a result of physical variations due to tiling, ledges, plaster skirting, RCC column, etc. The Promoter shall confirm the final RERA carpet area of the said Flat that has been allotted to the Purchaser/s after the construction of the said Sale Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area of the said Flat, subject to a variation cap of 3% (three percent).
- 4.14. (a) The Purchaser/s shall make all payments of all installments of the balance Consideration due and payable by the Purchaser/s on the respective due date/s to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in

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favour of "[•]" in the Bank Account No. [•] held by the Promoter in [•] Bank, [•] Branch (hereinafter referred to as the "Collection Account").

(b) The Purchaser/s shall also on demand by the Promoter in accordance with the terms of this Agreement, make payment of the Statutory Charges including all applicable taxes, cesses, levies, cesses and all impositions in favour of "[•]" which shall be deposited in the account being Account No. [•] opened by the Promoters with [•] Bank for this purpose (hereinafter referred to as the "Statutory Charges Collection Account").

4.15. In case of any financing arrangement entered by the Purchaser/s with any bank / financial institution ("the Lender"), with respect to the purchase of the said Premises, the Purchaser/s undertakes to direct the Lender to pay all amounts towards the Consideration on respective dates as mentioned herein and the Purchaser/s shall ensure that the Lender shall disburse/pay all amounts towards the Consideration due and payable to the Promoter through an account payee cheque/ pay order/ demand draft drawn in favour of the Promoter as stated above. Any payments made in any other bank account/s other than mentioned hereinabove shall not be treated as payment towards purchase of the said Premises and shall be construed as a breach on the part of the Purchaser/s of the terms and conditions of this Agreement, and the Purchaser/s shall forthwith be required to make the necessary payment to the aforesaid account. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. Till the time the entire Consideration and the other amounts due and payable by the Purchaser/s to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter.

5. **OBLIGATIONS OF PROMOTER:**

5.1. It is agreed between the Promoter and the Purchaser/s, that the Promoter shall develop the said Properties in terms of the plans and specifications sanctioned from time to time in accordance with the provisions of law and shall, in accordance with the applicable law and as provided in RERA or any

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other statutory enactment as may be applicable, be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan/s sanctioned by the Competent Authority and / or any other sanctioning authority in respect of the said Properties to utilize F.S.I., fungible FSI, Transferable Development Rights (TDR) and all the development potential in respect thereof and for that purpose to amend the plans and submit revised proposals as permissible under the applicable law and in accordance with RERA.

5.2. The Promoter shall (unless there is a force majeure) abide by the time schedule for completing the project and hand over the Premises to the Purchaser/s after receiving the Occupancy / Occupation certificate or part thereof. The Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement.

5.3. The Promoter hereby declares that the proposed Floor Space Index available as on date in respect of the Properties is [●] square meters. The Promoter hereby reserves their absolute and exclusive right to acquire Certificate/s of Development Right/s in respect of the said Properties and make additional construction on the said Properties by utilizing such development rights. The Promoter shall have an irrevocable right and the Purchaser/s hereby expressly consent and confirm that the Promoter will always be entitled to exclusively consume, appropriate and utilize, as may be permissible, the whole or part or the FSI, fungible FSI and/or TDR including all development potential, benefits, yields and advantages etc. as may be presently available or which may become available in future (for any reason including on account of change in regulations / law etc.) on the said Properties or any part thereof or any other property or properties or any adjoining property or properties or any other tit-bit lands adjoining the said Lands, or in the said Building or by adding further phases of construction to be carried out on the said Properties. The residue or remaining FSI of the said Properties which has not been consumed and/or additional FSI that may be granted including any additional FSI on account of set-back reservation or otherwise and / or TDR that may be available shall always be the property of the Promoter alone and the Promoter alone shall always be entitled to consume, appropriate and utilize the same in the development of

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the said Properties in accordance with the applicable law and in the manner permissible and as it may deem fit. In the event any law, for the time being in force, requires the Promoter to obtain consent of the Purchaser/s and/or the other purchasers in the said Building, then the Purchaser/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall fully co-operate and assist the Promoter in respect thereof.

5.4. The Promoter will provide the fixtures, fittings and amenities in the Building and the Premises as set out in "Annexure [●]" annexed hereto and the Purchaser/s is/are satisfied with the fittings and fixtures and amenities mentioned therein.

6. **DEFAULT AND THE CONSEQUENCES:**

6.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises to the Purchaser/s, save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clause [●] below, then the Purchaser/s shall have an option either to give notice to the Promoter terminating this Agreement and demand refund, whereupon the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Premises with interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by RERA from the date the Promoter received the sum till the date the amounts and interest thereon are repaid or to seek monthly compensation for the period of delay as provided by law. On the Promoter tendering the Purchaser/s refund of the above-mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the said Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.

6.2. The Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing

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over of the possession of the said Premises. The Purchaser/s agree/s to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter. It is however clarified that if the delay in handing over possession of the said Premises is caused due to any Force Majeure event (as defined hereinafter), in that event, no compensation for such delay shall be payable to the Purchaser/s. It is also agreed that once the Purchaser/s opts for refund of the monies, the claim of the Purchaser/s shall be restricted to refund of monies paid with interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by RERA. The Purchaser/s shall neither be entitled to claim for loss and / or damages and / or mental trauma or otherwise, howsoever. The amount so refunded shall be towards full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. In an event, no option is communicated by the Purchaser/s to the Promoter within 7 (seven) days of the Purchaser/s becoming entitled to choose an option in an event of delay in handing over possession of the said Premises by the Promoter to the Purchaser/s as mentioned hereinabove, it shall be deemed that the Purchaser/s has waived off their right to seek refund of the monies paid by him in respect of the said Premises and shall be entitled to receive compensation in accordance with law for the period of delay. The Promoter shall be thereafter entitled to allot and / or deal with and dispose off the said Premises to any third party without reference or recourse to the Purchaser/s.

- 6.3. Without prejudice to the right of the Promoter to charge interest in terms of Clause [●] above, on the Purchaser/s committing any Event of Default as mentioned hereinafter, the Promoter shall be entitled to, at its own option and discretion and without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, terminate this Agreement. Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of three installments) of terms and conditions in respect of which it is intended

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to terminate the Agreement and the Purchaser/s fails to remedy the default / breach within 15 (fifteen) days after giving of such notice ("**Defect Cure Notice**");

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the New Flat which may till then have been paid by the Purchaser/s to the Promoter;

6.4. The Promoter shall solely at their discretion be entitled to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

- (i) If the Purchaser/s delay/s or commit/s default in making payment of installments payable under this Agreement or otherwise (including but not limited to the Purchasers' proportionate share of taxes levied by Competent Authority and other outgoings and/or Statutory Charges);
- (ii) If the Purchaser/s commit/s breach of any of the terms, conditions, covenants and representations of this Agreement including terms and conditions of sanctions, approvals, permissions etc. in respect of the Project;
- (iii) If the Purchaser/s has/have been declared and/or adjudged to be dissolved, insolvent, bankrupt etc. and/or ordered to be wound up;
- (iv) If the Promoter is of the opinion that the Purchaser/s is/are unable to pay its debts and/or makes, or has at any time made, a composition with the creditors;
- (v) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s;

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- (vi) If the Purchaser/s (being a company incorporated under the provision of the Companies Act), commits any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and such default continues for more than ten (10) days or any financial or operational debt of Purchaser/s becomes due and payable to a financial or operational creditor of Purchaser/s and remains unpaid for more than ten (10) days or Purchaser/s receives any default notice or invoice demanding payment of any overdue amount under the IBC;
- (vii) If any application is made or contemplated, filed, admitted or order, decree, judgment or resolution passed or contemplated, by Purchaser/s (being a company incorporated under the provision of the Companies Act), voluntarily or otherwise, or any other person, organization, court, tribunal or authority for the commencement of insolvency resolution, liquidation, bankruptcy, winding up or analogous proceedings against Purchaser/s;
- (viii) If any insolvency professional, liquidator, administrator, receiver or manager is appointed by any person in respect of the Purchaser/s (being a company incorporated under the provision of the Companies Act) or all or any of their assets or part thereof, or any steps are taken to initiate any such appointment;
- (ix) If any of the assets and/or properties of the Purchaser/s is/are attached for any reason whatsoever under any law, rules, regulation, statute etc.;
- (x) If the Promoter is of the opinion and/or belief that the Purchaser/s is/are likely to cause nuisance and/or cause hindrances in the completion of the development of the said Properties and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;
- (xi) Any execution or other similar process is issued and/or levied against the Purchaser/s and/or any of his/her/their assets and properties;

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- (xii) If the Purchaser/s has/have been declared and/or adjudged to be of unsound mind;
- (xiii) If the Purchaser/s has received any notice from the Government of India (either Central, State or Local) or foreign Government for Purchaser/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him.
- (xiv) If the representations, declarations and/or warranties, etc. made by the Purchaser/s are found to be untrue/false;
- (xv) If the Purchaser/s is convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for not less than 6 (six) months;
- (xvi) If the Promoter is of the opinion and/or believes that any of the aforesaid events has been suppressed by the Purchaser/s.

6.5. All the aforesaid rights and/or remedies of the Promoter against the Purchaser/s are cumulative and without prejudice to one another.

6.6. Upon termination of this Agreement;

- (a) The Purchaser shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever save and except refund of amount/s (after deduction of amount/s) as stated in hereinafter;
- (b) The Promoter shall be entitled to deal with and dispose of the said Premises to any other person/s as the Promoter deem fit without any further intimation, act or consent from the Purchaser/s;
- (c) The Promoter shall be entitled to retain an amount equivalent to 10% of the Consideration which shall stand automatically forfeited without

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any reference or recourse to the Purchaser/s, which the Purchaser/s agree/s, confirm/s and acknowledge/s, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty. In the event of any shortfall, the Promoter shall, be entitled to recover the said amount/s from the Purchaser/s;

- (d) After the appropriation of the amounts as above by the Promoter, the Promoter shall refund the balance Consideration, if any paid by the Purchaser/s to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST and/or any other amount due and payable by the Purchaser/s and/or paid by the Promoter on Purchaser/s' behalf/account in respect of the Premises within 30 (thirty) days from the date of termination of this Agreement. In the event of any shortfall, the Promoter shall, be entitled to recover the said amount/s from the Purchaser/s; After the appropriation of the amounts as above by the Promoter, the Promoter shall refund the balance Consideration paid by the Purchaser/s to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST and/or any other amount due and payable by the Purchaser/s and/or paid by the Promoter on Purchaser's behalf/account in respect of the Premises within 30 (thirty) days from the date of termination of this Agreement. It is agreed and clarified that the Promoter shall not be liable to refund any amount/s to the Purchaser/s towards taxes, if any paid by the Purchaser/s. It is hereby agreed and clarified that the Promoter shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise on the amount so refunded. It is clarified that the Promoter shall not be liable or responsible to refund any of the Statutory Charges or any other charges that the Purchaser/s may have borne and/or paid in respect of the transaction contemplated herein and further the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the documents including unilateral Deed of Cancellation, if any (at the sole option of the Promoter), without the

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Purchaser/s being a signatory thereto and the Purchaser/s will not raise any objection or dispute in that regard.

- (e) In case the Promoter receive a credit/refund of GST paid on this transaction, from the statutory authorities then only in such a case the same shall be refunded by the Promoter to the Purchaser/s without any interest thereon within (30) thirty days of such credit/refund.

**7. RIGHTS OF THE PARTIES:**

7.1. It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Purchaser/s along with the exclusive right to use the Car Parking (subject to the terms hereof) and such right will accrue to the Purchaser/s only on the Purchaser/s making full payment of the Consideration and payment of all the amounts as stated herein to the Promoters including the Statutory Charges etc. on the respective due-dates strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other premises shall be the sole property of the Promoter and the Promoter shall be entitled to deal with / transfer / sell the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever. All Common Areas and Facilities shall always be the sole and absolute property of the Promoter until completion of the said Project.

7.2. The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities under the present or the new DCPR and also to make the additions, alterations, raise storeys or put up additional structures in accordance with the provisions of RERA and as may be permitted by sanctioning authorities and other competent authorities and such additions, structures and storeys will be the sole property of the Promoter alone. The Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Properties or on any part/parts of the Building including on the terrace and/or on the parapet wall and the said hoardings may be illuminated or comprising of neon signs and for that purpose the Promoter is fully authorized to allow

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temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Properties as the case may be. The Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the hoarding, The Promoter shall have an irrevocable and perpetual right to use his associates, financiers, sales, marketing or agency's name appointed by him on any of the hoardings.

- 7.3. The Promoter shall have the absolute authority and control as regards the unsold premises, unallotted car parks on all levels and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises.
- 7.4. Till the entire development of the Properties and the said Project is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the Common Areas and Facilities, unallotted areas, open spaces, recreation facilities and/or any other common facilities or the amenities to be provided in the Properties and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- 7.5. Subject to the provisions of RERA and the applicable law, the Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Properties and/or the Building in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the Premises.
- 7.6. The Promoter shall have the right to designate any space in the Properties to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Building that may be developed on the Properties. The Promoter shall also be entitled to designate any space in the Properties to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the

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Properties and the Building constructed thereon and the Purchaser/s irrevocably consent/s to the same.

- 7.7. The Promoter shall be entitled to construct site offices/sales lounge in the Properties and shall have the right to access the same at any time without any restriction whatsoever.
- 7.8. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under the access roads in the Properties, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Properties and if necessary in part) and/or to shift/vary/re-align/modify the same to another portion of the Properties, as may be required by the Promoter.
- 7.9. The consents referred in this clause shall be considered as the Purchaser/s' unconditional and un-equivocal consent under section 7(1)(ii) of MOFA and the Rules thereunder and the consent under the provision of RERA. The Purchaser/s has / have carefully examined the plans that are currently approved, the Proposed Plans, and after considering and verifying the same agreed to enter into this transaction.
- 7.10. The Purchaser/s is / are aware that the Promoter shall be entitled to all the benefit of FSI or any incentive FSI viz. utilize fungible FSI, Transferable Development Rights (TDR) and all the development potential which the Promoter may get, in any form, and on whatsoever account or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit.

8. **POSSESSION:**

- 8.1. The Promoter shall give possession of the Premises to the Purchaser/s as mentioned herein after the receipt of Occupation Certificate and upon the Premises being ready for use and occupation upon receipt of the entire Consideration and all the amounts due and payable by the Purchaser/s

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under this Agreement including Statutory Charges, taxes and registration charges in respect of the Premises.

- 8.2. The Promoter shall give notice offering possession of the said Premises on a date specified therein to the to the Purchaser/s in writing of the Premises, to the Purchaser/s as mentioned on the RERA website. If the Promoter fails or neglects to give possession of the Apartment to the Allottee 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 the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause [●] herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the Date of Hand Over, if the completion of the Building is delayed on account of:

- i. war, civil commotion or act of God;
- ii. any notice, order, rule, notification of the Government or other public, judicial or competent authority/court affecting the regular development of the Project;

- 8.3. Upon receiving the Possession Notice from the Promoter as per Clause above, the Purchaser/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed under the terms of this Agreement, and the Promoter shall give possession of the said Premises to the Purchaser/s. Irrespective of whether the Purchaser/s take/s or fail/s to take possession of the said Premises within the time provided in clause above, such Purchaser/s shall be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter from the date of the notice to take possession.

- 8.4. The Purchaser/s agree/s that the return of the payment of the amount/s as mentioned herein (after deduction of amount/s) constitutes the Purchaser/s' sole remedy in the event of termination by the Promoter and the Purchaser/s

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forego/es any and all his /her / their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

On and from the date of execution of this Agreement the Purchaser/s shall be liable to pay all outgoings and maintenance charges as applicable.

8.5. The Purchaser/s has/have prior to execution of this Agreement visited and inspected the site of the Building under construction on the said Lands and is fully satisfied with the location thereof and have satisfied himself/herself/themselves with respect to the said Project and the Premises.

8.6. If within a period of 5 (five) years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s bringing to the notice of the Promoter any structural defect in the Premises or the Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation as provided under the RERA.

8.7. The Promoter shall however not be responsible or liable to comply with its obligations stated in Clause [●] above if the defects or provision of services referred therein are on account of the acts or omissions on the part of the Purchaser/s and / or the other purchasers of premises in the said Building and/or Society including but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc. or due to normal wear and tear.

9. **SOCIETY/ ORGANISATION:**

9.1. The Purchaser along with other purchasers of the premises in the said Building shall join in becoming members of the Society and for this purpose also from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming a member, including the bye-laws of the society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser.

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No objection shall be taken by the Purchaser if any changes or modifications are made in the bye laws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent authority.

- 9.2. The Purchaser/s herein and the said Society will not have any objection to admit the remaining purchasers of premises in the said Building as members of the said Society and the Purchaser/s hereby gives his/her/their specific consent to them being admitted. Notwithstanding anything contained herein, the Promoter and/or its assignees or transferees shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Society for the sale / allotment / assignment or transfer of the unsold flats / premises etc. in the said Properties.
- 9.3. The Promoter shall be entitled to use and allow third party to use any part of the said Building and the said Lands for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, etc. The Purchaser/s agrees not to object or dispute the same. Notwithstanding anything contained herein, it is further agreed between the parties that at all times, the Promoter shall be entitled to brand the said Building / development on the said Properties by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Purchaser/s nor the Society shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo.
- 9.4. It is expressly agreed and confirmed between the parties that all general facilities shall be for the use of all the purchasers of the premises in the said Building and the Purchaser/s shall pay proportionate share of expenses thereof. The proportionate share payable by the Purchaser/s to the Promoter / Society as may be determined by the Promoter / Society, shall be final and binding on the said Society and the Purchaser/s.
- 9.5. It is clarified that the Promoter shall have the right to enter into a contract with any third party / agency for the purpose of maintenance and upkeep of the said Properties, such decision shall be final and binding until the charge of the said Building is handed over by the Promoter to the Society.

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Thereafter, the said Society will undertake to maintain the said Building and the underlying land or any part thereof.

9.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Society, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Society, in respect of the Premises/ Building/ Properties and in this regard the Purchaser for himself/herself/themselves/itself and the Society, waives all his rights and claims and undertakes not to claim and cause the Society not to claim any such right in respect of the said Properties.

10. **COMMON AREAS AND FACILITIES: -**

10.1. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the [●] **Schedule** hereunder written (collectively, “**the said Common Areas and Facilities**”).

10.2. It is hereby agreed that the Promoter has the exclusive right of allotment of different areas, open spaces or otherwise and other spaces within the said Building and/or the Properties to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Third Schedule written hereunder under the heading Common Areas and Facilities shall be the only common facilities and the Promoter shall be entitled to declare all other areas as exclusive area/s;

10.3. With regard to the Common Areas and Facilities, it is agreed between the Parties and the Purchaser/s specifically agrees, declares and confirms that:

- a) He/she/it/they shall not demand, insist or call upon the Promoter to complete the said Common Areas and Facilities till the Promoter has completed construction of the Building and has obtained full Occupation Certificate with respect to the same.

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- b) Save and except the said Common Areas and Facilities, the Promoter shall not be liable, required and /or obligated to provide any other areas or facilities.
- c) The Common Areas and Facilities that shall be provided in the said Building shall be common for all the purchasers of premises in the said Building and the Purchaser/s shall not claim any exclusive right/title/interest thereto.
- d) The Purchaser/s shall be permitted to use the said Common Areas and Facilities in the manner as stated in this Agreement and on such terms and conditions as the Promoter may deem fit and proper.
- e) The Promoter shall always be entitled to alter, amend and remove the Common Areas and Facilities at the sole discretion of the Promoters in accordance with the applicable law.
- f) The Promoter shall always be the owner and will have all the right, title, interest in respect of the said Common Areas and Facilities, and will be entitled to deal with and dispose of the same in such manner as the Promoter may deem fit until the charge in respect of the said Building is handed over by the Promoter to the Society.

11. **COVENANTS BY THE PURCHASER/S:**

- 11.1. The Purchaser/s is / are aware that the car parking space is for parking the Purchaser's own vehicle being private use, light motor vehicles only and not for parking lorry, tempo, public transport vehicle etc. who shall be entitled to the use, occupy and enjoy the same to the exclusion of the other flat owners/purchasers/ and/or occupiers in the Building (including the Purchaser/s).
- 11.2. The Purchaser/s is/are aware that there is a common terrace on the top of the said Building.

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- 11.3. The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Purchaser/s agrees not to change the user of the Premises and/ or use the and/ or car parking space for any other purpose without prior consent in writing of the Promoter and the concerned municipal authorities. Any unauthorized change of user by the Purchaser/s shall render this Agreement voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement;
- 11.4. The Purchaser/s confirm/s that he/she/they has/have independently investigated the title of the Promoter to the said Properties and the said Project and that the Promoter has answered all the requisitions of the Purchaser/s to the satisfaction of the Purchaser/s and the Purchaser/s are satisfied with and unconditionally accept the title of the Promoter to the Properties/Premises and covenant with the Promoter that they shall not make any further requisition/s and/or to call for any further documents and/or raise any dispute pertaining to the title of the Promoter to said Properties / Premises and right/title of the Promoter to implement the Project and sell the Premises;.
- 11.5. The Purchaser/s confirm/s that the Promoter has given full free and complete inspection to the Purchaser/s of all the documents of title including originals available with them that have been furnished to the Competent Authority for registration of the said Building / Project with the Competent Authority. In addition to the aforesaid documents, the Promoter has given inspection, to the Purchaser/s, of documents relating to title of the Promoter to the Properties, approved plans, designs and specifications prepared by the Promoter's Architect Mr. Rohit Parmar of M/s. Sai Sampada Design Build Services , permissions, approval, consents etc. granted by the Competent Authority to the Promoter and of such other documents as are specified under RERA and covenant with the Promoter that they shall not raise any dispute pertaining to the (i) quality and accuracy of construction of the Building/Premises vis-a-vis sanctioned plans; (ii) quality and standard of the fittings and fixtures in the said Premises; and (iii) the carpet area of the Premises and any area, which is appurtenant to the net usable floor area of the Premises, meant for the exclusive use of the purchaser/s;
- 11.6. The Purchaser/s hereby represent and warrant to the Promoter as follows

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- (i) He/she/it has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (ii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser/s or all or any of his/her/their assets and/or properties;
- (iii) The Purchaser/s (being a company incorporated under the provision of the Companies Act) have not committed any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and has not received any default notice or invoice demanding the payment of any overdue amount under the IBC;
- (iv) No application has been made or contemplated filed admitted, or order, decree, judgment or resolution passed or contemplated, by the Purchaser/s (being a company incorporated under the provision of the Companies Act), voluntarily or otherwise, or any other person, organization, court, tribunal or authority for the commencement of insolvency resolution, liquidation, bankruptcy, winding up or analogous proceedings against the Purchaser/s;
- (v) No insolvency professional, liquidator, administrator, receiver or manager has been appointed by any person in respect of the Purchaser/s (being a company incorporated under the provision of the Companies Act) or all or any of its assets or any part thereof and no steps have been taken to initiate any such appointment.
- (vi) No corporate action, legal proceedings or other procedure or step has been taken or notice given in relation to a composition or arrangement with any creditors of Purchaser/s (being a company incorporated under the provision of the Companies Act) with respect to Purchaser/s debt repayment obligations.
- (vii) No legal proceedings are pending in connection with the enforcement of any security over any assets of Purchaser/s or any part thereof.

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- (viii) No legal proceedings are pending against Purchaser/s before any court, tribunal or authority for the recovery of any debt
- (ix) Purchaser/s have not taken, initiated or become subject to any actions, steps, proceedings, appointments or arrangements analogous to those listed in sub-clauses (i) to (vi) above under the laws of any jurisdiction applicable to Purchaser/s.
- (x) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (xi) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her;
- (xii) no execution or other similar process is issued and/or levied against him/her/ them and/or against any of his/her/their assets and properties;
- (xiii) he/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- (xiv) he/she has not compounded payment with his creditors;
- (xv) he/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (xvi) he/she/it is competent to contract and enter into this Agreement as per the prevailing Indian Laws and in case of Purchaser (not being an Individual) has obtained all necessary permissions including corporate approvals etc. and has passed requisite resolutions) for the same;

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11.7. The Purchaser/s with an intention to bring all persons in whose hands the Premises may come, doth / do hereby represent and covenant with the Promoter as follows:-

- (a) to maintain the Premises at the Purchaser/s' own cost in good teriantable repairs and condition from the date of taking possession of the Premises and shall not do or suffer to be done anything in or to Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to Building or the Premises or part thereof;
- (b) not to store in the Premises any goods which are of hazardous, combustibie or dangerous nature or are so heavy so as to damage the construction of Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of Building including the entrance thereof In case any damage is caused to the Premises or Building on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable and responsible for the consequences of the breach;
- (c) to carry at the Purchaser/s' own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and not to do or suffer to be done anything in the Premises or Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority.; In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be liable for the consequences thereof to the local authority and/or public authority;
- (d) not to change the user of the said Premises and/or make any structural alteration to the said Premises and/or construct any additional structures, mezzanine floors, whether temporary or

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permanent, in the said Premises and not to cover or construct anything on the open spaces, and/or parking spaces/areas.

- (e) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of Building and to keep the portion, sewers, drain pipes in the Premises and the appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other parts of Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Premises without the prior permission of the Promoter and/or the Society;
- (f) not to shift windows of the said Premises and / or carry out any changes in the said Premises so as to increase the area of the said Premises and / or put any grill which would affect the elevation of the said Building and / or carryout any unauthorized construction in the said Premises. In the event if any such change is carried out, the Purchaser/s shall remove the same within 24 hours of notice in that regard from the Promoters /Society. In the event if the Purchaser/s fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Purchaser/s hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoters / Society;
- (g) not to do or permit to be done any act which may render void or voidable any insurance of the Properties or Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (h) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Properties and the Building;

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- (i) no: to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Building;
- (j) not to encroach upon or make use of any portion of the Building not agreed to be acquired by the Purchaser/s;
- (k) not to close or permit to be closed verandas, terraces or balconies of the Building or change the external elevation or colour scheme of the building nor of the common areas including lobby and the areas outside the main door of the Premises The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.;
- (l) pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Building;
- (m) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Competent Authority and/or government and/or other public authority on account of change of user of the Premises for any purposes other than for the purpose for which it is agreed to be sold;
- (n) not to let, sub-let, transfer, assign or part with the Purchaser/s' interest or benefit factor of this Agreement and/or part with the possession of the Premises and/or part with occupation or give on leave and license, tenancy basis or induct any person/s into the Premises until all the dues payable by the Purchaser/s to the Promoter under this agreement are fully paid up and only if the Purchaser/s has / have not been guilty of breach of or non-

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observance of any of the terms and conditions of this Agreement and until the Purchaser/s has / have intimated the Promoter and obtained the prior consent of the Promoter in writing in that behalf and also on intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Purchaser/s. Such consent / refusal shall be at the sole discretion of the Promoter;

- (o) not to put any claim in respect of open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Promoter as restricted amenities. The Purchaser is aware that certain parts of the said Building shall be allocated for exclusive use of certain users/residents and the Purchaser waives his right to raise any dispute in this regard;
- (p) the Purchaser/s shall observe and perform all the rules and regulations and byelaws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement.
- (q) to allow the Promoter, their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Properties and the Building or any part thereof to view and examine the state and condition thereof or for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making,

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laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Premises for the benefit of the said Building and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, structure or other conveniences belonging to or serving or used for the said Building, after giving 2 (two) working days prior notice thereof. The Purchaser/s shall not obstruct or hinder the Promoter and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;

- (r) not to fix any grill to the exterior of the Building or windows except in accordance with the design approved by the Promoter. The Purchaser/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertakes to not fix any grill having a design other than the standard design approved by the Promoter.;
- (s) the Purchaser/s shall not do or suffer to be done anything on the Properties or the Building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commit/s any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (t) to install/fix the air conditioners and their units in the designated ducts/areas, if provided and to not install a window air-conditioner within or outside the said Premises. If found that the Purchaser/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, then the Purchaser/s shall be required to remove the same upon being called upon by the Promoter to do so;

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- (u) the Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for residential purpose. The Purchaser/s agree/s not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorized change of user by the Purchaser/s shall render this Agreement voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement;
- (v) the Purchaser/s shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter.

11.8. The Promoters consider the accuracy of the representations and warranties of the Purchaser/s to be an important and integral part of this agreement and have executed this agreement in reliance of the same.

11.9. The Purchaser/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser/s of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations and/or term and/or conditions under this Agreement and/or approvals, Commencement Certificate/s, no objection certificate and other sanctions, permissions, undertakings and affidavits etc.

11.10. The Purchaser/s agree/s to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Premises to the Purchaser/s, so as to enable the Promoter to complete the Project;

11.11. The Purchaser/s shall have no claim save and except in respect of the Premises. All other areas will remain the property of the Promoter until the

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whole of the Properties are transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.

11.12. In the event, the Purchaser/s being a resident outside India, Non-Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a flat / premises from the Promoter, then such Purchaser/s shall be solely responsible for complying with the necessary formalities laid down under the applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority, if required. The Purchaser/s shall and provide the Promoter with such permission approvals which would enable the Promoters to fulfill its obligations under this Agreement. The Promoter shall not be held liable for the deficiency of any statutory permissions being not available or procured by such purchaser/s. The Purchaser/s shall comply with all requirements as required in this regard and shall keep the Promoter fully indemnified and harmless in this regard.

11.13. The Purchaser/s shall inform the Promoter if there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement and comply with necessary formalities if any under the applicable laws.

11.14. Without prejudice to the generality of the foregoing, the Purchaser/s hereby agree/s and confirm/s as under–

- (a) The Society shall preserve and maintain the following documents after the same are handed over by the Promoter to the Society:
- (i) Documents pertaining to the title to the said Properties;
  - (ii) Copies of IOA, CC subsequent amendments, Occupation Certificate and corresponding canvas mounted plans of the Building;
  - (iii) Copies of soil investigation report;
  - (iv) RCC details and canvas mounted structural drawings of the Building;
  - (v) Structural stability certificate from licensed Structural Engineer;
  - (vi) Structural audit report;

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- (vii) All details of repairs carried out in the Building;
- (viii) Supervision certificate issued by licensed site supervisor;
- (ix) Building Completion Certificate issued by licensed Surveyor/Architect;
- (x) NOC and Completion Certificate issued by CFO;
- (xi) Fire safety audit carried out as per the requirement of CFO;
- (xii) All contracts entered into between Promoter and Service Provides with respect to the maintenance and upkeep of the common areas.

11.15. The Purchaser/s is / are aware that the Society shall preserve and maintain the above documents/plans and maintain the subsequent periodical structural audit reports and the repair history.

12. **OUTGOINGS:**

12.1. On and from the date of execution of this Agreement, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoing in respect of the Properties and the Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Properties and the Building. Till the period of one year from the date of receipt of occupation certificate, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoing as may be determined by the Promoter. The Purchaser/s agree/s that till the Purchaser/s' share is so determined, the Purchaser/s shall pay to the Promoter provisional monthly contribution per month towards the outgoing regularly on the 5<sup>th</sup> day of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the maintenance and administration of the said Building and the common area is handed over by the Promoter to the Society. On such handover, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Society.

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12.2. The Purchaser/s shall simultaneously with the execution of this Agreement pay to the Promoter the following amounts over and above the Consideration and all other amount payable by the Purchaser/s under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account:-

Development Charges	
Legal Charges	
Share money / Membership charges	
Provisional Maintenance Charges (for 12 months)	
Corpus Fund or its equivalent	
GST on actual basis (if applicable)	
Water, and electricity connection charges	
Grill Charges	
Amenity Charges	
Total	

OR

The Purchaser/s simultaneously with the execution of this Agreement pay to the Promoter the consideration of Rs. [●] /- (Rupees [●] Only) as full and final Consideration for the said Flat and it shall be including of but not limited to development charges, legal fees, registration charges, share money/membership fees, provisional maintenance charges (for 12 months), corpus funds, GST on actual basis, water and electricity connection charges any other ancillary charges etc. The Purchaser/s shall not be entitled to pay any other monies towards the consideration of the said Flat other than the amount as stated under this clause.

12.3. All the aforesaid charges to be collected by the Promoter under Clause [●] above shall be further increased by applicable rate of GST as per the applicable laws or statute for the time being in force and shall be payable as

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and when called for by the Promoter but in any case, before the Date of Possession;

- 12.4. It is agreed in respect of amounts mentioned in Clauses [●] above, the Promoter is not liable to render accounts. The Promoter shall hand over the deposits less deduction for expenses and/or balance thereof to the Society as aforesaid. In the event of any additional amount becoming payable whether on actual or otherwise under any of the sub-clauses of Clause [●], the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amounts/ deposit shall not carry any interest.
- 12.5. The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Purchaser/s as advance or deposit, on account of the Society, outgoings, legal charges and shall utilize the same for the purpose for which they have been received;
- 12.6. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agree/s to pay to the Promoter, such other charges under such other heads as the Promoter may indicate.
- 12.7. If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Premises and/or their proportionate share for the said Properties and/or the said Building for any reason whatsoever, without prejudice to their right to collect interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified under RERA or at such rate as is notified from time to time for the delayed payment and without prejudice to any other rights available to them including right to terminate the Agreement, the Promoter shall be entitled to adopt appropriate legal proceedings for recovery thereof and/or absolutely and unconditionally stop and restrict the Purchaser/s from using other recreational facilities.
- 12.8. It is hereby clarified that the Promoter shall not be liable, responsible and / or required to render accounts in respect of the amounts mentioned in Clause 12 and that the aforesaid amounts mentioned in Clause [●] do not include the dues for electricity and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity and other bills for the individual

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meters separately. It is further clarified that the list of charges and amounts mentioned in Clause [•] are only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such additional amounts under such heads as the Promoter may indicate without any demur.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- i. The Promoter has the requisite rights to carry out development upon the Properties and also has actual, physical and legal possession of the Properties for the implementation of the project for construction of the Building;
- ii. The Promoter 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;
- iii. There are no encumbrances upon the Properties or the project except those disclosed in the title report and/or to RERA;
- iv. There are no litigations pending before any Court of law with respect to the Properties and or the Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, approvals, licenses and permits issued by the competent authorities with respect to the project, Properties and the Building shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Properties, the Building;

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- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the Promoter is restricted to enter into this Agreement.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Properties, including the project nor any document/s in respect of the Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Purchaser/s in the manner contemplated in this Agreement;
- ix. The Promoter 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;

**14. FINAL TRANSFER DOCUMENT:**

- 14.1 The Promoter shall, within 3 (three) months of receipt of the Full Occupancy / Occupation certificate in respect of the Building and subject to the receipt of entire consideration and all other amounts due and payable by the purchasers of the premises in the Building handover the charge in respect of the Building to Society keeping with the terms and provisions of this Agreement.
- 14.2 It is further clarified that the Lease Deed is valid and subsisting. In pursuance of the amalgamation of Property 1, Property 2 and Tit Bit Land with the said Land being permitted by Authority, the Developer shall cause the Authority to execute the lease deed for amalgamated layout and/or the Tit Bit Land (as the case maybe) in favour of the Society in accordance with the prevailing policy of the Authority.

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15. **INDEMNIFICATION BY THE PURCHASER/S:**

The Purchaser/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/her /their obligations under this agreement and/or terms and conditions of this Agreement and/or bye-laws of the Society; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and/or the Properties and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/s or his / her / their agents, servants, tenants, guests, invitees and/or any person or entity under his /her /their control; and (d) Purchaser/s' non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other purchasers in project, the same shall be in the following manner as a lumpsum amount as under:

1BHK :  
2 BHK :

*Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the Project)*

17. **MISCELLANEOUS**

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17.1 The Purchaser/s confirm/s, understand/s and agree/s that the information, details, images, sketches and elevation contained in the leaflets/ brochures, or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract.

17.2 Notwithstanding anything contained herein, it is agreed between the Parties hereto:

(i) that the Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of their rights in respect of the said Properties and/or the said Building / New Buildings and all premises/flats therein and also the buildings to be constructed hereafter and its right, title and interest therein subject to the rights and interest of the Purchaser/s who has agreed to purchase the said Premises under this Agreement;

(ii) that the Promoter shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Building and the said Property as the Promoter may deem fit and proper and the Purchaser/s shall have no objection to the same.

(iii) that the sample flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the sample flat, and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement.

17.3 The Purchaser/s hereby expressly agrees and covenant with the Promoter that in the event the said Building or any part thereof being constructed on the said Properties are not ready for use and occupation and in the event of the Promoter offering license to enter upon the said Premises for fit-outs to the Purchaser/s at the requests of the Purchaser/s or handing over

Developer	Allottee/s



possession of the said Premises earlier than completion of the entire said Building then in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Building or additional structure on the said Properties without any interference or objection by the Purchaser/s in any manner whatsoever.

17.4 No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

17.5 The Purchaser/s hereby declares that he / she / they has / have gone through this Agreement and all the documents related to the said Properties and the said Premises and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

17.6 The Purchaser/s confirms that the Purchaser/s has/have visited and has/have physically seen the said Properties and is satisfied with the same and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Building or the said Premises.

**18 BINDING EFFECT:**

Developer	Allottee/s



Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Promoter makes payment of the requisite stamp duty thereon and thereafter signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Annexure [●] within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

**19 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 Premises including:

- (i) All agreements, arrangements, understanding, negotiations, commitments, writings allotment, letters, brochures and/or other documents entered into, executed and/or provided between the Purchaser/s and the Promoters prior to the date of execution of this Agreement;
- (ii) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;

Developer	Allottee/s



The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.

**20 RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties;

**21 SEVERABILITY:**

If any of the provision of this Agreement shall be determined to be void or unenforceable under the RERA 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 confirm to the RERA or the Rules and Regulation made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable;

**22 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.

**23 NOTICES:**

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

Developer	Allottee/s



Name of Purchaser/s  
 (Address)  
 Notified Email ID: \_\_\_\_\_

Promoter's name and address  
 M/s Swastik homes  
 312, Swastik Disa Corporate Park,  
 LBS Marg, Ghatkopar West  
 Mumbai – 400 086  
 Notified Email ID: swastikgroup123@gmail.com

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

A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery.
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

**24 JOINT PURCHASERS:**

If there is more than one purchaser named in this Agreement, all obligations hereunder of such Purchaser/s shall be joint and several and all communications shall be sent by the Promoter to the Purchaser/s whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.;

**25 STAMP DUTY AND REGISTRATION:**

The stamp duty charges shall be borne and paid by the Promoter and the registration charges of and incidental to this Agreement shall be borne and

Developer	Allottee/s



paid by the Purchaser/s. The Purchaser/s shall at his, her, their, cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

**26 NO WAIVER:**

Any failure to exercise or delay tolerated or indulgence shown by the Promoter in exercising or enforcing the terms of this Agreement or any forbearance or giving of time by the Promoter to the Purchaser/s shall not constitute / be construed as a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy;

**27 DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the concerned authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

**28 GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai Courts shall have jurisdiction for this Agreement

**29** This Agreement shall always be subject to the provisions of RERA and the same shall be read together with Maharashtra Ownership of Flats Act, 1963 and the respective rules made thereunder.

**30** The PAN of the Parties are :

**Promoter : ADYFS4233L**

Developer	Allottee/s



Purchaser/s : \_\_\_\_\_  
\_\_\_\_\_

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

**The First Schedule Above Referred To:**  
**(Description of the said Property No.1)**

All that piece or parcel of land admeasuring 646 square meters or thereabouts bearing C.T.S. No. 356 (Part) corresponding to Survey No. 113 of village Hariyali, Kannamwar Nagar, Vikhroli (East), Mumbai – 400 083 in the registration sub-district of Kurla (Mumbai Suburban District) along with Building No. 9 consisting of Ground plus 3 (three) upper floors

**The Second Schedule Above Referred To:**  
**(Description of the said Property No.2)**

All that piece and parcel of the land admeasuring 646 square meters or thereabouts bearing CTS No. 356 (part) corresponding to Survey No. 113 of Village Hariyali, Kannamwar Nagar, Vikhroli (East), Mumbai - 400 083 in the registration sub-district of Kurla (Mumbai Suburban District) along with Building No. 10 consisting of Ground plus 3 (three) upper floors

**The Third Schedule Above Referred To:**  
**(Description of the Premises)**

Developer	Allottee/s



Residential Premises being Apartment / Flat No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square meters RERA carpet area on \_\_\_\_\_ floor along with the right to park \_\_\_\_\_ car in the Building known as Swastik Tulip to be constructed on all that piece and parcel of land bearing C.T.S. No. 356 (part) corresponding to City Survey No. 113 (part) admeasuring in the aggregate 1292 square meters or thereabouts Village Hariyali, Kannamwar Nagar, Vikhroli (East), Mumbai - 400 083 in the registration sub-district of Kurla (Mumbai Suburban District) and bounded as follows:

On or towards North: Building no.11  
On or towards South: Building no. 8  
On or towards East: 40'-0' wide road  
On or towards West: Eastern Express Highway

**The Fourth Schedule Above Referred To:**  
**(Common Areas and Facilities)**

Developer	Allottee/s





SIGNED AND DELIVERED )  
 by the withinnamed the "Promoter" )  
 M/S. SWASTIK HOMES )  
 PAN: ADYFS4233L )  
 by its designated partner )  
 Mr. [•] )  
 in the presence of ... .. )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )



SIGNED AND DELIVERED )  
 by the withinnamed the "Purchaser/s" )  
 \_\_\_\_\_ )  
 PAN )  
 \_\_\_\_\_ )  
 PAN )

Developer	Allottee/s



in the presence of ... .. )

1. \_\_\_\_\_ )

2. \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_ (Purchaser No. 1)

Mr./Mrs. \_\_\_\_\_ (Purchaser No. 2)

**Receipt**

Developer	Allottee/s

Received of and from the withinnamed Purchaser/s the sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) being the earnest money paid to us as under:

Cheque no.	Date	Drawn on	Amount (Rs.)

Witnesses:-

WE SAY RECEIVED

- 1.
- 2.

for M/S. SWASTIK HOMES

( \_\_\_\_\_ )

Annexure 'H'

Partner

Sr. No.	Milestone	Payment (in Rs.)
1.	After the execution of this Agreement	[●] (Not exceeding 30% of Total Consideration)
2.	On completion of the Plinth of the building or wing in which the said Apartment is located	[●] (Not exceeding 45% of Total Consideration)
3.	On completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located	[●] (Not exceeding 70% of Total Consideration)
4.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	[●] (Not exceeding 75% of Total Consideration)
5.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	[●] (Not exceeding 80% of Total Consideration)
6.	On completion of the external plumbing and external plaster,	[●] (Not exceeding 85% of Total Consideration)

Developer	Allottee/s



	elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..	
7.	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.	[•] (Not exceeding 95% of Total Consideration)
8.	at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate	Balance Consideration

Developer	Allottee/s
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