



# SWASTIK EMPIRE

POWER OF VISION

**Demand Letter:**

Statement Date :	07.12.2024
Flat No :	604
Project :	TIARA BY SWASTIK EMPIRE

Client Name-	Mr. HET KAMLESH SHAH & Mrs. URVASHI KAMLESH SHAH	TOTAL AMOUNT DUE- Rs 2,27,50,000/- +11,37,500/-GST)
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**PRINCIPAL AMOUNT:**

INSTALLMENT	DEMAND
Current Installment payable for this demand letter - 86% of agreement value	Rs 1,95,65,000/- + 9,78,250/- (GST)
Less amount already paid	Rs.5,00,000/-
Installment Payable :	Rs 1,90,65,000/- + 9,78,250/- (GST)

**RTGS/NEFT DETAILS FOR PRINCIPAL AMOUNT:**

NAME	SWASTIK EMPIRE DEVELOPERS LLP
BANK ACCOUNT NO.	922020022079634
IFSC CODE	UTIB0002493
BANK/ BRANCH	AXIS BANK, PANTNAGAR BRANCH.

**RTGS/NEFT DETAILS FOR GST AMOUNT:**

NAME	SWASTIK EMPIRE DEVELOPERS LLP
BANK ACCOUNT NO.	408879043031
IFSC CODE	RATN0000188
BANK/ BRANCH	RBLBANK LTD, GHATKOPER EAST

For SWASTIK EMPIRE DEVELOPERS LLP

  
PARTNER



SWASTIK EMPIRE DEVELOPERS LLP

305-306, Mahavir Commercial Complex, M. G. Road, Ghatkopar-E, Mumbai 400077.

E: empireswastik@gmail.com

Swastik Empire Developers LLP  
02, First Floor, New Laxmi Niwas,  
Zaver Road, Mulund West  
Mumbai

Receipt Voucher

Dated : 7-Dec-2024

Particulars	Amount
Account : FLAT NO-604 HET.K. SHAH/ URAVSHI .K. SHAH	4,00,000.00
Through : AXIS BANK 100%	
On Account of : Ch. No. :IMPS -434214400669	
Amount (in words) : ₹ Four Lakh Only	
	4,00,000.00

Authorised Signatory



Receipt Voucher

Dated : 2-Dec-2024

Particulars	Amount
<b>Account :</b> FLAT NO-604 HET.K. SHAH/ URAVSHI. K. SHAH	<b>1,00,000.00</b>
<b>Through :</b> AXIS BANK 100%	
<b>On Account of :</b> Ch. No. :IMPS 433715232177/433711777015	
<b>Amount (in words) :</b> ₹ One Lakh Only	
	<b>1,00,000.00</b>

Authorised Signatory



## AGREEMENT FOR SALE

This Agreement made at Mumbai this \_\_\_ day of March in the year 2022 between; M/s. **Swastik Empire Developers LLP**, a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008, having its administrative office address at 305-306, Mahavir Commercial Complex, M. G. Road, Ghatkopar (East), Mumbai - 400077, holding its Income Tax PAN as ADNFS6665D, hereinafter referred to as **"THE PROMOTER"** (which expression shall, unless it be repugnant to the context or meaning shall be deemed, mean and include its all Partners, legal representatives, constituted attorneys, administrators and/or permitted assigns) of the **One Part**;

And

I) \_\_\_\_\_ aged \_\_\_ years, Indian inhabitant, holding Income Tax PAN as \_\_\_\_\_ having his/her address at \_\_\_\_\_ hereinafter referred to as **"THE ALLOTTEE/S / THE PURCHASER/S / THE BUYER/S"** (which expression shall, unless it be repugnant to the context or meaning, deemed, mean and include his/her/their respective legal heirs, legal representatives, administrators and/or assigns) of the **Other Part**.

### WHEREAS:

- A. Maharashtra Housing and Area Development Authority, which is a statutory corporation constituted under Maharashtra Housing and Area Development Act, 1976 (Mah. XVIII of 1977), (hereinafter referred to as 'MHADA'), developed various buildings, including but not limited to, the Building No. 226 (hereinafter referred to as 'Old Building-I') and Building No. 227 (hereinafter referred to as 'Old Building-II'), under a housing scheme for citizens under 'Higher Income Group Scheme', situated and located on plot of land being C.T.S. No. 5683 (Pt), Survey No. 229, of village Ghatkopar Kirol, Pant Nagar, Ghatkopar (East), Mumbai - 400075, and subsequently allotted the Flats to various Allottees, on Ownership Basis.

- i) With respect to the said Old Building-I being No. 226, having Ground plus four floors consisting total ten (10) numbers of residential Flats and after occupying all the Flats by respective bonafied Allottees, on the date 17/10/1980, a co-operative housing Society was formed by all Allottees, under provision of The Maharashtra Co-operative Societies Act, 1960, in the name and style of 'Nutan Shilp Niwas Co-op. Hsg. Soc. Ltd.', bearing Registration No. BOM/HSG/6171 of 1980 (hereinafter referred to as 'the Old Society-I').
- ii) On date 08/01/1990 by virtue of 'Deed of Sale', the said MHADA sold and conveyed the said Old Building-I, on ownership basis to the said Old Society-I and further, in the capacity of the Owner and entitled to the plot of the Land underneath and appurtenant to the said Old Building-I, on the even date, said MHADA entered into an 'Indenture of Lease' to lease the said land bearing Survey No. 229, C.T.S. No. 5683 (Part) of Village Ghatkopar Kirol, admeasuring 520.89 Sq. Mtrs or thereabout and the said Old Society-I accepted such lease for a period of ninety nine years with effect from 01/08/1978 on the terms, conditions, rent and covenant thereunder appearing.
- iii) With respect to the said Old Building-II being No. 227, having Ground plus four floors consisting total ten (10) numbers of residential Flats and after occupying all the Flats by respective bonafied Allottees, on the date 25/01/1982, a co-operative housing Society was formed by all Allottees, under provision of The Maharashtra Co-operative Societies Act, 1960, in the name and style of 'Pant Nagar Anand Darshan Co-op. Hsg. Soc. Ltd.', bearing Registration No. BOM/HSG/7783 of 1982 (hereinafter referred to as 'the Old Society-II').

iv) On date 14/10/1991 by virtue of 'Deed of Sale', the said MHADA sold and conveyed the said Old Building-II, on ownership basis to the said Old Society-II and further, in the capacity of the Owner and entitled to the plot of the Land underneath and appurtenant to the said Old Building-II, on the even date, said MHADA entered into an 'Indenture of Lease' to lease the said land bearing Survey No. 229, C.T.S. No. 5683 (Part) of Village Ghatkopar, admeasuring 520.89 Sq. Mtrs or thereabout and the said Old Society-II accepted such lease for a period of ninety nine years with effect from 01/08/1978 on the terms, conditions, rent and covenant thereunder appearing.

B. Since both the abovesaid Old buildings of abovesaid both the Old Societies were proposed for Redevelopment and both the Old Buildings were situated and located on one single layout, therefore to ease the process of proposed redevelopment, both Old Societies decided and resolved for amalgamation and upon completing the official process with the competent authority of Deputy Registrar Co-operative Societies, MHADA, (Jurisdiction of Mumbai City, Mumbai Suburban and Konkan Division), both the Societies were dissolved and subsequently, on date 19/12/2018 a new Society was formed as single legal entity under the name and style of "**Nutan Anand Co-operative Housing Society Limited**" bearing registration No. MUM / TNA / MHADB / HSG / (TO) / (TC) / 38 / 2018-2019, hereinafter referred to as "**the Society**" being owner of both Old Buildings and the Lessee of the plots of land bearing Survey No. 229 and C.T.S. No. 5683 (Part) of Village Ghatkopar, admeasuring 1041.89 Sq. Mtrs or thereabout hereinafter referred to as the "**the Project Land**").

C. As per Building Standards and the life-span of old RCC type building / structure it was realized by members of the General Body of the Society that the said old buildings had become in dilapidated condition and being so it required major and

extensive repairs that might be reoccurring for every following years. Such major repairs and reoccurring costs and expenses of maintenance were found to be exorbitantly huge and not practically logical to spend for. Therefore, the option to redevelop the said buildings after demolishing the said old buildings was considered as most suitable and it was decided by the Society to re-develop the said old buildings alongwith additional benefits under applicable Development Control Rules, as set out by the concerned competent authorities.

- D. The Society called upon for offers for Redevelopment of old buildings and the Promoter herein – M/s. Swastik Empire Developers LLP, submitted their offer to the Society to carry-out the entire process of re-development by observing the due diligences of statutory compliance. Subsequently, the Promoter herein was appointed as the 'Developer' and awarded the task / assignment by the Society to carry-out the entire process of Re-Development.
- E. On the date 27<sup>th</sup> January, 2020 the Promoter herein have entered into a 'Development Agreement' with the said Society, which has been registered with Joint Sub-Registrar of Assurance, Kurla-5, on 27/01/2020 vide number KRL5-1008-2020 upon paying the appropriate Stamp Duty.
- F. The said Society, vide Power of Attorney registered on the date 27<sup>th</sup> January, 2020 vide Regn. No. KRL5-1009-2020 has constituted, nominated and appointed M/s. Swastik Empire Developers LLP and its Partners as the true and lawful attorneys of the Society, jointly or severally, to do all or any of the acts, deeds, things and matters in respect of the development of the said property of the said Society at the costs, consequences and expenses of the Developers, as prescribed in the said Power of Attorney.
- G. The said Promoter have procured from the concerned department of Land and Revenue, the latest authenticated copies of **Property Registration Card** (PR Card), a photocopy of the same has been annexed and marked as '**Annexure – A**'

and have obtained 'Certificate of Title' dated 18/02/2022 from the Advocate Jinita Shah certifying the said Property as clear and marketable and without any encumbrance thereupon. A photocopy of the said Legal Certificate of Title has been annexed and marked as 'Annexure - B'.

- H. It has been confirmed by the said Society and the said Promoter that there are no other covenants, whatsoever in nature, have been executed, which are affecting the title of the said property and/or no other impediments attached, whatsoever in nature, to the said property and that the said Promoters are entitled and enjoined upon to construct the new building on the project land in accordance with the recitals hereinabove;
- I. The Promoter has proposed to construct on the project land a new building having, basement/ pit, Stilt / Ground Floor plus Fourteen (14) upper floors with provision of 2 upper floors subject to permission from civil aviation authority. It has been specified by the Promoter that as of date of this execution, the plans have been approved upto Thirteen (13) Part floors and out of the total Flats in the said New Building, there shall be Flats reserved for 20 existing members of the said Society, which have already been allotted to respective members.
- J. Apart from the above said allotted Flats to the existing members of the Society, all the remaining Flats, as may be approved by MCGM / MHADA from time to time under the norms of DCPR-2034, shall be for general sale on what is popularly known as Ownership basis, in the newly constructed building to be known as " **Tiara by Swastik Empire**" of Nutan Anand Co-op. Hsg. Soc. Ltd.', hereinafter referred to as "the Redevelopment Project".
- K. The Promoter has appointed an Architect / LS Shri Mr. Ashish Solanki of M/s Concrete Designs, who is registered with the 'Council of Architects', under mutually agreed terms and conditions incorporating applicable terms as mentioned in standard Agreement prescribed by the Council of Architects and further, the



Promoter has appointed a Structural Engineer Mr. Kirti Shah of M/s. Paras Consultants for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer, till the completion of the said Redevelopment Project.

L. Upon completing required legal documentation to initiate the process of redevelopment of the old building, the said Promoter submitted the drawings and plans for approval of competent authority and on date 24/12/2021, under section 45(1)(ii) of Maharashtra Regional and Town Planning Act, 1966 (MRTP), as amended upto date, the Promoter have obtained the permission / approval in form of '**Intimation of Approval**' (IOA) from competent authority of Maharashtra Housing and Area Development Authority bearing No. MH / EE / (B.P.) / GM / MHADA - 1 / 981 / 2021. A photocopy of the said 'Intimation of Approval' has been annexed and marked as '**Annexure - C**'.

M. The said Promoter have obtained **Commencement Certificate (CC)** bearing No. MH / EE / (B.P.) / GM / MHADA - 1 / 981 / 2022 / CC / 1 / New issued on date 23/02/2022, under provisions of Maharashtra Regional and Town Planning Act, 1966, a photocopy of the said valid CC has been annexed and marked as '**Annexure - D**'.

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

O. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with Maharashtra Real Estate Regulatory Authority (MahaRERA) at Mumbai, vide registration number P51800034308; authenticated copy is attached in '**Annexure E**'.

- P. While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions and stipulations which are to be observed and performed by the Promoter while re-developing the project land and the said building and upon due observance and performance which have been specifically mentioned herein in this indenture.
- Q. On demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Project Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- R. Vide 'Application for Allotment' dated \_\_\_\_\_ the Purchaser/s has/have applied to the Promoter for allotment of a Flat No. \_\_\_ on \_\_\_<sup>th</sup> floor in the proposed building "**Tiara by Swastik Empire**" of Nutan Anand Co-op. Hsg. Soc. Ltd.', having Carpet Area admeasuring \_\_\_ sq. mtrs., equivalent to \_\_\_\_\_ sq. ft., alongwith balcony admeasuring \_\_\_ sq.mts equivalent to \_\_\_ sq.ft. (Carpet Area under definition of RERA) hereinafter referred to as "**the said Flat**".
- S. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- T. Prior to the execution of these presents the Purchaser/s has paid to the Promoter a sum of Rs. \_\_\_\_\_ only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Purchaser/s as advance payment, Earnest Money or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the

Promoter the balance of the sale consideration in the manner hereinafter appearing in the 'Completion Stage-wise Payment Schedule'.

U. Under section 13 of the said Act read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, the Promoter is required to execute a written Agreement for sale, in accordance with the model form of Agreement, of said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Flat.

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

1. The Promoter shall construct the said building - "Tiara by Swastik Empire" of Nutan Anand Co-op. Hsg. Soc. Ltd.', consisting of basement/pit, Ground plus upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent of the Purchaser/s in respect of variations or modifications, which may adversely affect the Flat of the Purchaser/s, except any alteration or addition required by any Government authorities or due to change in law. However the purchasers are aware that flat no 1 & flat no 5 on each floor of the said building will be subjected to certain changes that will be made in the approved plan to incorporate a balcony in the living room by deducting certain area from the entire flat. The promoters wont require any permission from the owners/purchasers/tenants for the same.

- (a) The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Flat No. \_\_\_\_\_ having carpet area (under definition of RERA, 2016) admeasuring \_\_\_\_\_ sq. mtrs., equivalent to \_\_\_\_\_ sq. ft., alongwith balcony admeasuring \_\_\_\_\_ sq.mts equivalent to \_\_\_\_\_ sq.ft. on \_\_\_\_\_<sup>th</sup> floor in the building 'Tiara by Swastik Empire 'of Nutan Anand Co-op. Hsg. Soc. Ltd.', as shown in the **Floor plan**, thereof hereto annexed and marked '**Annexure F**' for the consideration of Rs. \_\_\_\_\_ Only) including One Parking Space, and the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas.
- (b) The total consideration amount for the Flat shall be payable by the Purchaser/s to the Promoter in the manner as defined under '**Completion Stage-wise Payment Schedule**', annexed and marked as '**Annexure - G**' herewith.
- (c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat.
- (d) The above instalments shall be paid by the Purchaser/s to the Promoter, within 7 days from the same becoming due irrespective of receipt of physical delivery of Demand Letter, Intimation / Notice from the Promoter. The time for payment of each of the aforesaid instalments of consideration shall be of the essence of this Agreement / Contract. The Promoter may, at their sole discretion, provide grace period of 7 days after the intimated due date before applying interest for delay in making payment towards due instalment. Non-receipt or loss of Demand Letter, Intimation / notice from the Promoter shall not be a valid excuse for non-payment or default by the Purchaser/s in making payment of any of the aforesaid instalments.

- (e) If the Purchaser/s makes default in payment of any of the instalment on its due date then the Promoter at its option be entitled to;
- (i) treat such default as a breach of this Agreement and terminate the Agreement and forfeit the earnest money paid by the Purchaser/s or
  - (ii) permit the Purchaser/s to pay the instalment in arrears with interest thereon at rate as defined under Section 19 (6) and (7) of Maharashtra Real Estate (Regulation and Development) Act, 2016 (RERA) and Rule 18 of Rules, 2017 thereunder, which shall be 2% more than the current highest Marginal Cost of Landing Rate (MCLR) / Repurchase Agreement Rate (Repo) of State Bank of India, for the period of delay on the amount due and payable by the Purchaser/s.
  - (iii) PROVIDED THAT the Promoter shall refund to the Purchaser/s, the received amount, after deducting 3% of total value consideration towards facilitation, documentation and service charges, stamp duty paid by the promoter or any other charges paid towards the document and the Promoter shall not be liable to pay to the Purchaser/s any interest as mutually agreed by both the parties to this presents. The payment of refund shall be precisely defined under 'Refund Policy', which shall be under provision of RERA. Upon the termination of this Agreement and after paying the mutually decided amount of refund, the Purchaser/s shall have no claim over the said Flat and the Promoter shall be at the liberty to dispose of and sell the said Flat to such person and at such price as the Promoter may in their absolute discretion deem fit. The purchaser at the request of the Promoter will register a cancellation deed for the said flat and the expenses for the same will be borne by the purchasers.
- (f) The Purchaser/s shall request to the Promoter to issue No Objection Certificate and/or such other writings as may be required by the Purchaser/s to submit to

the Bank / Financial Institution, to avail / sanction the loan facility, exclusively for purchase of the said Flat and the Promoter shall accede the request of the Purchaser/s subject to perusal and prior approval of the said writing / NOC by the Management / Advocate of the Promoter.

- (g) The Purchaser/s has agreed and undertaken to immediately forward to the Promoter, all amount that have been disbursed by the Bank / Financial Institution on account of loan of the Purchaser/s, towards sale consideration without any demur and delay, being one of the essence of this presents.
- (h) Till full and final payment of entire sale consideration alongwith interest and all other charges by the Purchaser as per demand of the Promoter, the Promoter shall have first charge over the said flat and supersede others in case of any dispute or interpretation of this agreement.
- (i) Notwithstanding with the aforesaid if the Purchaser/s fails to forward the disbursed loan amount to the Promoter, as aforesaid or causes delay or fails to endeavour to convince the Bank / Financial Institution to release the sanctioned loan amount towards sale consideration in stage wise manner as aforesaid or misappropriate any or all the amounts so received from the Bank / Financial Institution, the Promoter shall initiate legal action under provisions of RERA, civil and/or criminal action against the Purchaser/s entirely at Purchaser/s risk as to cost and consequences. Further the Promoter shall have right to immediately terminate this presents & / or any other writings executed till such date in respect of the said Flat and forfeit the applicable amounts received from the Purchaser/s.
- (j) The Total Price, as mentioned above, is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /

Government from time to time. The 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 authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / Government Resolution as 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.

- (k) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area (under definition of RERA, 2016), subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days and if there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.
- (l) The Purchaser/s authorizes the Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter

and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the existing Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as per Rules under DCPR-2034 and Promoter has planned to utilize further Floor Space Index by availing of FSI /Prorata FSI/ Road setback FSI/ VP quota FSI/Fungible FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the development Control regulation, time being in force, or based on expectation of increased FSI which may be available in future on modification to Development Control & (Promotion) Regulations - 2034, which are applicable to the said Project. The Promoter has availed benefit of the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the all proposed FSI shall belong to Promoter only.

The Developer has further made provision for additional floors and will be free to procure and consume, load, utilize the said additional/enhanced FSI as permissible by MHADA authorities in the said newly constructed building on the said property



for which the Purchaser/s grant his/her/their consent and permission and admits not to raise any objections, demand any rights title interest of benefits/profit. A separate consent shall not be required by the Promoter and/or on insistence of competent authority, the said Purchaser/s shall unconditionally endorse their signature that may be required on any such document, application, resolution, consent, permission, whatever in form, without any delay. The purchaser hereby grants his/her explicit No objection and irrevocable consent to the promoter to perform the following acts as mentioned below –

- a) To sell the proposed 'NEW FLATS' upon consumption of enhanced/additional FSI and receive the considerations thereof from the prospective purchasers.
- b) To incorporate all changes and variations/modifications to the approved plans/building elevations in future from time to time as and when required and as approvable by the authorities.
- c) The purchasers are also aware that flat no 1 & flat no 5 on each floor of the said building may be subject to certain changes that will be made in the approved plan to incorporate a balcony in the living room by deducting certain area from the entire flat. The promoters wont require any permission from the owners/purchasers/tenants or any other flat purchasers for the same.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, 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 (s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Email / Registered Post AD / Courier at the address / Email ID provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement under Section 11 (5) of RERA.

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, amount of forfeiture and/or any other amount which may be payable to Promoter), the realized amounts of instalments towards sale consideration of the Flat, which may till then have been paid by the Purchaser/s to the Promoter, in accordance with the mutually agreed refund policy formulated by both parties in considerable views of provisions made under section 4 (2) (l) (d), *w.r.t.* Rule 5 and Rule 19 of RERA and under the circumstances of termination, no provisions under Section 18 of RERA, shall be applicable to make complaint against the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat as

are set out in 'List of Amenities and Facilities' annexed and marked hereto as 'Annexure H'.

6. The Promoter has proposed the date of completion of the project and thereby to handover the possession of the said Flat by **31.12.2025, (Completion date)**, which has been declared on the project web-page of the said Project on website of MahaRERA (available at <https://maharera.mahaonline.gov.in>) and the said completion / possession date shall be applicable subject to following circumstances and condition:
- i) that no obstacle due to any 'force majeure', including but not limited to, Earthquake, Flood, Fire, Draught, Cyclone and/or any such Natural Calamity as an act of God.
  - ii) that no situation of any war and/or civil commotion take place
  - iii) that all statutory permissions from all competent authorities are granted in time.
  - iv) that no new policy / rule or any notice, order, notification is received by the Promoter from any of the plan passing local/civic body, Aviation, Environment, Judicial Court and/or any governing / competent authority, declaring new changes in development regulations, infrastructural layout changes, enforced stay, stop-work notice and/or imposing exorbitant charges / premiums / fees / cess / taxes etc., that are adversely affecting the progress, feasibility, viability and/or estimated costs / budget of the project, which had not been conceived at the time of commencement of the project.
  - v) that no new policy / rule etc. are introduced by any of the governing / competent authority, for which the Promoter are being deprived from the privilege / benefit, which ought to have been passed-on to the Promoter at the time of conceptualisation of the Project.
  - vi) that all types of required Building / Construction Materials are available in time and no abrupt price escalation is taking place for any building / construction material.
  - vii) that all types of required Skilled Labours are available in time within estimated and budgeted costs.

- viii) that all types of required technical and/or mechanical services are available in time within estimated and budgeted costs
- ix) that no any shortage or supply of required labours, technical mechanical services and/or building materials, are taking place due to strike or 'BUNDH' called upon by any political party, any association of persons and/or due to any riots or occurrence of likewise situations.
- x) that no any shortage or supply of required labours, technical mechanical services and/or building materials, are taking place due to any lockdown consequent to spreading / prevailing of any epidemic / pandemic like COVID-19 and/or likewise other fatal viruses etc.

Further, the Promoter expressly communicate to the Allottee / Purchaser that it shall be the priority of the Promoter to take / consider all necessary steps, measures, remedies and/or efforts to complete the project as per proposed tentative stage-wise time schedule and further the Promoter shall try to obtain the Occupation Certificate at the earliest and there shall not be any willful default on the part of the Promoter so as to willfully delay in the construction work of the Project.

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Flat, to the Purchaser/s in terms of this Agreement to be taken within 7 days from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be. The Promoter on its behalf shall offer the

possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project or as the case may be.

- 7.2 The Purchaser/s shall take possession of the Flat within 7 days of the written notice from the promoter to the Purchaser/s intimating that the said Flats are ready for use and occupancy, by making payment towards the demand of all due amounts of the Promoter on account of the said Flat.
- 7.3 Failure of Purchaser/s to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as per the Agreement, and the Promoter shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 7.1, such Purchaser/s shall continue to be liable to pay maintenance charges, municipal taxes and any other charges or government taxes as applicable and interest on any unpaid amounts.
- 7.4 If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his 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 for such defect in the manner as provided under the Act and further, on the other hand, the Purchaser/s hereby confirm, declare and undertake not to carry out any interior and/or civil work or any repairs / renovation work, especially related to plumbing and/or sanitary work, tiling and/or kitchen platform work, concealed electrical work, bricks and/or plaster work, whether internal or external, whatsoever in nature, in the said Flat premises, without prior written permission of the Promoter and even the Society shall seek written

permission from the promoter before carrying out any such civil repair/renovation work, till validity of defect liability period and in case of failure in seeking written permission by any Purchaser/s and/or said Society, the Promoter shall not be responsible to bear cost / expenses for the defect/s and shall not liable for any compensation, whatsoever in nature.

7.5 It is specifically intimated by the Promoter to the Purchaser that the maintenance charges shall become applicable from the month of taking over of fit-out possession of the said Flat by the Purchaser/s or from immediate next / succeeding month of intimation of the Promoter to the Purchaser to take over the physical possession of the said Flat, which shall be irrespective of physical possession taken by the Purchaser/s.

8. The Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use parking space only for purpose of keeping or parking vehicle, if allotted.

9. The Purchaser/s after receiving the possession from the Promoter, shall make application for membership for becoming a member of the said Society,

Within 7 days after notice in writing is given by the Promoter to the Purchaser/s that the Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The

amounts so paid by the Purchaser/s to the Promoter shall not carry any interest.

10. It is further agreed by Purchaser that while making payment, all the applicable statutory obligations under GST and TDS shall be observed and taken care by the Purchaser and the Promoter shall provide the details of separate bank account, if any, for making payment for the said demand.

Further it is specifically clarified by the Promoter that the Municipal Property tax, if assessed by the competent authority of Municipal Corporation of Greater Mumbai for the said Flat, shall be intimated by the Promoter to the Purchaser/s and subsequently shall be considered as due and payable by the Purchaser immediately on obtaining of the Occupancy Certificate of the Building / Project, irrespective of the Possession taken by the Purchaser or not and further there onwards, it shall be liability and responsibility of the Purchaser/s to bear and pay the Property tax etc., on regular basis.

#### 11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and time-being legal possession of the project land for the implementation of the Project;
- 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 project land or the Project except those disclosed in the title report;

to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or



Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society / Legal Entity may adopt at any time and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till completion of five years for defect liability of the building in which Flat is situated the Society / Legal Entity and/or the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The purchaser shall not object to the promoters availing any means of project finance and shall sign any documents if required.

xiii. Further, to comply with the specifications put-forth by the competent plan passing authority, while approving the proposal, following terms have been categorically, expressly and essentially agreed and understood and to be observed and performed by the Purchaser/s, upon becoming members of the said Society.

- a) That after handing over the possession of respective flats to existing / proposed society members / prospective Purchaser/s / prospective society / end user of the building, all necessary repairs / structural audit / fire audit / tree authority compliance etc. shall be carried out at regular intervals at the cost and expenses of the Society / mutually contribution by the members of the said Society.
- b) That the prospective Purchaser/s / existing tenants shall keep indemnifying the MCGM / MHADA & its officers in future against failure of mechanical parking system or the nuisance due to the mechanical system to the adjoining building.
- c) That a full time trained attendant shall be appointed by the Society / its members, for faithful compliance of safety measures & safety of user of the building.
- d) That prospective Purchaser/s / existing tenants shall not complaint / object about the inadequate maneuvering space of car parking in the proposed building.
- e) That the prospective Purchaser/s has been informed and he/she/they is/are well aware that building under reference is

open space deficient and he/she/they will not hold liable either the Promoter or M.C.G.M. for the same now or in future.

- f) That the prospective Purchaser/s agrees that he/she/they agree/s for no objection for the neighbourhood development with deficient open space now or in future.
- g) That the prospective Purchaser/s agrees that he/she/they will not hold either Promoter or authority liable for proposed inadequate / sub-standard sizes of rooms in future and complaints of whatsoever in nature will not be made.
- h) The purchaser is aware that the information & amenities in the brochure are tentative & indicative in nature and are subject to change as per original site planning, conditions, approvals.

- 13. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or Towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society as hereinbefore mentioned.
- 15. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**  
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said flat and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat.

16. **BINDING EFFECT**

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

It is expressly agreed by the Purchaser/s that on call of the Promoter, the Purchaser/s shall willingly co-operate in execution thereof, arrange for liaising charges, whatsoever in nature and appear at the office of concerned Jt. Sub-Registrar to complete the registration formalities of this Agreement.

17. **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 dealing of the said Flat.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND/OR ALL SUBSEQUENT PURCHASER/S

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

20. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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. PLACE OF EXECUTION

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

24. The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

25. 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:

Notified Address & Email ID of the Purchaser/s:

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The purchaser confirm/s the postal address/es for sake of communication, as herein first written above.

Notified Address & Email ID of the Promoter:

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The Promoter confirm the postal address for sake of communication, as herein first written above.

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

26. **JOINT PURCHASERS:**

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

27. **Stamp Duty and Registration:**

Subsequent to availment of the benefit by the Promoter under incentive scheme for payment of Premiums to Municipal Corporation of Greater Mumbai/ MHADA for approval of Project plans, the applicable Stamp Duty for certain units shall be borne and paid by the Promoter and the Registration charges and other liaisoning charges shall be borne by the Purchaser/s for this Agreement.

On the other hand the Purchasers herein categorically accept and agree that benefits of said incentives in reduction of premium has been passed on to them in terms of payment of Stamp Duty by the Promoter. The Purchasers further agree to sign, execute and register all the Documents, Affidavits, Bonds as may be required by plan passing authority or any government authority, whosoever it may concern, to confirm the pass on of such benefit to them. In case of any break up given in the

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, building and common areas;
- 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 right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoter, except for taking project finance, has not entered into any agreement for sale and/ or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- ix. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.



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- x. It has been confirmed by the Promoter that they shall upload and update the details and/or status of the litigation / dispute related to the project land / building, if any, on the project webpage of the MahaRERA, on occurrence of such event.
12. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows:
- i. To maintain the Flat at the Purchaser/s's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Flat any goods, which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or

'Deal Cost Sheet of Flat' by the Promoter, it shall be only for the understanding and explanation purpose and the Purchaser shall not raise any objection and/or dispute or claim any amount / difference of amount, whatsoever explained in the break-ups, now or in future.

28. Dispute Resolution:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Conciliation Forum formed under MahaRERA or the MahaRERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. BINDING CONDITIONS OF PLAN PASSING PERMISSIONS:

The Promoter herein categorically intimate to the Purchaser that while obtaining the permissions to sanction the plans of the Project from the competent plan passing authority, there are mandatory conditions put-forth to be agreed by the Promoter, which in turn, need to be obligatorily abided by the Purchaser and/or Association of Purchasers / Legal Entity, as specified hereunder:

- a) The Promoter shall make provision for treatment of separation of dry and wet garbage in the building within the Project plot and the same shall be maintained forever by the Residents / Occupants of the building / Project located within the jurisdiction of Municipal Corporation of Greater Mumbai (MCGM).
- b) The Promote hereby make aware to the Purchaser that as of the date of submission of the development proposal to the competent plan passing authority, the Fungible F.S.I. and/or additional Fungible F.S.I. shall be utilized at its maximum potential availability.
- c) The Promoter herewith expressly intimate to the Purchaser that no objection shall be raised for the permitted development of neighbourhood property in case if such development/s is/are not harming to the building / property of the project.

- d) The Promoter herewith intimate to the Purchaser that while sanctioning the plans of the Project, the Promoter has availed varied indicative concessions with respect to the deficiencies viz. marginal open space deficiency, inadequate height of habitable room, inadequate maneuvering space, recreational area to plot marginal deficiency, inadequate cross ventilation deficiency etc.
- e) It is specifically clarified by the Promoter to the Purchaser that in view to condone the said deficiencies and to avail the said indicative concessions, the Promoter has paid additional premiums as charged by the competent plan passing authority under the then applicable policy.
- f) The Promoter distinctively intimate to the Purchaser that in case of any type of damage / loss to any person / property, due to failure of any electro-mechanical stake parking and/or any such mechanical equipment, instrument, machinery etc., the Purchaser / Association of Purchasers / Legal Entity shall not complaint against the competent plan passing authority.

30. Grievance / Complaint against Promoter:

It is categorically agreed by parties of all parts that in the event of any grievance / complaint against the Promoter / Promoter, related to present covenant and/or concerned to the deal between the parties, the aggrieved Allottee / Purchaser may observe following manner at his/her/their discretion:

- a. As first approach, the aggrieved Allottee / Purchaser shall communicate in writing, directly with the Promoter, seeking corrective action or written justification / explanation for the grievance.
- b. In the circumstances of being no corrective action by the Promoter or being not convinced by the justification / explanation as provided by the Promoter, the aggrieved Allottee / Purchaser may make approach to the 'Conciliation Forum', as recognised / established by the MahaRERA and follow the prescribed 'Procedure

of Conciliation'. The Promoter agree to attend the hearing of 'Conciliation Forum', without further delay.

- c. Further, the dispute between the parties does not settle with the decision taken at hearing of 'Conciliation Forum', the aggrieved Allottee / Purchaser may be at his/her/their discretion make online complaint with MahaRERA Authority, wherein both the parties need to oblige with the Ruling passed by the designated competent authority being Chairman, Member and/or Adjudicating Office of MahaRERA.
- d. In the final attempt, in the circumstances of any of the parties being not accepting the Ruling / Judgement passed by the designated Chairman / Member of MahaRERA, then either party shall be free to approach to MahaRERA Appellate Tribunal in the prescribed manner for justified resolution of the issue / grievance.

31. GOVERNING LAW

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

32. Miscellaneous Terms and Conditions

- a. The Promoter and the Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and the Promoter shall obtain from the Competent Authority Occupation Certificate permitting occupation of the said flat.
- b. The Promoter alone shall be entitled to sell / allot flats, parking spaces and other premises in the said land for any permissible use for such consideration and on such terms as it may deem expedient. The Promoter shall be entitled to

enter into agreements with other Purchaser of flats on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Purchaser/s under this Agreement.

- c. Subject to what is stated herein, possession of the said Flat shall be granted to the Purchaser/s only after the Purchaser/s shall have duly paid the entire consideration in respect of the said Flat and all other amounts payable under this Agreement or otherwise to the Promoter and shall have complied with all the terms and conditions of this Agreement.
- d. If due to non-availability of cement, steel or other building material and / or due to any act of God such as earthquake, floods or any other natural calamity, act of enemy, war, civil commotion, lockdown like situation pursuant to any epidemic / pandemic e.g. COVID-19 or non-grant of or connection of services such as electricity, water or drainage or occupation certificate etc. by the concerned competent authorities or as a result of any other cause beyond the control of the Promoter, the Promoter is unable to complete the said building and /or give possession of the said flat to the Purchaser/s by the aforesaid date, as per the provisions of RERA, then if mutually agreed upon between the parties to terminate this Agreement, this Agreement shall stand terminated and the Promoter shall be liable, on demand, to refund to the Purchaser/s, all amounts received from the Purchaser/s (except 3% of total consideration) under this agreement including amounts towards consideration of the said Flat under this Agreement together with interest at prescribed rate under rules of RERA, from the date/s of receipt of the sum till such amount is repaid. The refund shall be subject to 'Refund Policy'. PROVIDED THAT the Promoter shall be entitled to reasonable extensions of time for giving delivery of possession of the said Flat on the aforesaid date, if the completion of the said

building in which the said Flat is to be situated, is delayed on account of, including but not limited to any of following cause, reason:

- i. Non-availability of steel, cement, other building materials, water or electric supply.
- ii. Any force-majeure, war, civil commotion or act of God;
- iii. Any notice, order, rule, notification of the Government and / or public or competent authority;
- iv. Non-receipt of any of the requisite permissions from any competent authority affecting in any manner whatsoever layout of the said property, or construction or occupation of the said building in which the said Flat is to be situated.
- v. Lockdown like situation pursuant to any epidemic / pandemic e.g. COVID-19.

33. **REFUND POLICY:**

- i) The Allottee / Purchaser herein specifically agree that in the event of cancellation / termination of Sale deal of the said Flat premises, the Allottee / Purchaser shall co-operate with the Promoter in the matter of refund of the amount paid to the Promoter, in consideration of the following four scenarios:
  - a) **In the event of termination of the Sale Deal / Agreement by the Promoter, consequent to breach of any term / condition by the Allottee / Purchasers:**

An amount upto 10% (Ten percent) of the 'Agreed Value Consideration' shall be forfeited towards 'Documentation and Facilitation Charges' from the amount paid by the Allottee / Purchasers to the Promoter. Moreover, the amount of paid stamp duty/ GST/ brokerage shall also be deducted as per terms and condition for 'Deal through RERA Registered Real Estate Agent', specified hereinbelow in this indenture. The Promoter shall return the remainder amount, if any, out of the total realised sum of the Allottee / Purchasers (for brevity sake referred as 'remainder

amount'), in the specific manner as described in term / condition No. 1.1 written hereinbelow.

**b) In the event of voluntary cancellation of booking by the Allottee / Purchasers, for the reason other than delayed possession:**

An amount upto 10% (Ten percent) of the 'Agreed Value Consideration' shall be forfeited towards 'Documentation and Facilitation Charges' from the amount paid by the Allottee / Purchasers to the Promoter. Moreover, the amount of paid stamp duty/ GST/ brokerage shall also be deducted as per terms and condition for 'Deal through RERA Registered Real Estate Agent', specified hereinbelow in this indenture. The Promoter shall return the remainder amount, if any, out of the total realised sum of the Allottee / Purchasers (for brevity sake referred as 'remainder amount'), in the specific manner as described in term / condition No. 1.1 written hereinbelow.

**c) In case of cancellation for the delay in completing the project, due to the circumstances or situation beyond control of the Promoter:**

The Allottee / Purchasers shall be eligible to get full refund of the paid amount upon deducting the amount of stamp duty/ GST/ brokerage in accordance with the terms of 'Deal through RERA Registered Real Estate Agent'. However, the Allottee / Purchasers shall not be entitled to any interest / compensation for the paid amount to the Promoter. The remainder shall be returned to the Allottee / Purchasers in the specific manner as described in term / condition no. 1.1 written hereinbelow.

**d) In case of withdrawal from the project by the Allottee / Purchasers for prolonged delay in the possession, due to any other reason mentioned above:**

The final amount of refund shall be decided in mutually agreed terms and conditions by and between the parties of both parts to settle the claim of the Allottee / Purchaser or as per the direction of Conciliation Forum or as per the orders issued by the competent authority of MahaRERA and refund amount shall be paid by the

Promoter to the Allottee / Purchasers in the manner as described in term / condition no. 1.1 written hereinbelow.

- ii) The Promoter categorically communicate and convey to the Allottee / Purchasers that upon inception of RERA, the withdrawal pattern of Proceeds of Agreed Consideration (deploy of all Sales Receipts received from the Allottee / Purchasers) has been defined under Section 4 (2) (l) (d) of Real Estate (Regulation & Development) Act, 2016 and mandatory obligations under Rule 5 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, w.r.t. Clause 4 of 'Affidavit cum Declaration - Form-B', submitted by the Promoter to MahaRERA at the time of online application for project registration and the condition No. 2 of Registration Certificate 'Form F'.

Accordingly, all RERA registered Promoters are obligatorily bound to withdraw and/or utilise the Sales proceedings received from the Allottee / Purchasers, in the prescribed stringent manner as mentioned therein. It is further intimated by the Promoter to the Allottee / Purchasers that as per such compulsion under provisions of RERA, all the withdrawals of the Promoter have to be made exclusively towards specified Land Cost, Development Cost and Construction Cost of the Project (Specified Costs).

Whereas consequent to the said statutory provisions under RERA, the Promoter discloses to the Allottee / Purchasers, that the major cash liquidity of seventy percent (70%) of amount of Sales Receipt, paid by the Allottee / Purchasers would have been mandatorily utilised and/or blocked towards above said Specified Costs of the Project, therefore the Promoter would be in the position to return only upto thirty percent (30%) of the remainder amount to the Allottee / Purchasers within thirty (30) days under obligatory provision of Section 18 (2) of RERA.



The Allottee / Purchasers, on the other hand, hereby confirm that they have construed that the explanation and clarification presented by the Promoter are termed as 'notwithstanding to the contrary' with the statute and mandatory provisions under RERA and further the Allottee / Purchaser has agreed having understood that there has been factual restrictions on the Promoter under such provisions, therefore, the priority of the Promoter has been imposed by the authority to complete the project within committed time limit by utilising the major amount (70%) of Sales Receipts. The Allottee / Purchaser further agree with the interpretation that any other costs (e.g. refund for cancellation), which does not pertain to any of above referred specified Costs, if incurred by the Promoter, shall undoubtedly disrupt the intended stage wise schedule of project completion, causing upsetting situation to other Allottees / Purchasers of the Project.

Whereas convinced with the above narrated contentions and clarifications of the Promoter, the Allottee / Purchasers agree that they shall have no objection or shall not approach to MahaRERA with complain, if the said remainder amount returned by the Promoter to the Allottee / Purchasers in following standard process:

- a) In any of the above given four scenarios, if the 'Agreement for Sale' between Promoter and the Allottee / Purchasers, has been registered with competent authority, then before making payment towards remainder amount to the Allottee / Purchaser, a 'Deed of Cancellation' shall necessarily be executed and duly registered by the Allottee / Purchasers. In the circumstances of the deal between both parties, which has been supported by 'Letter of Allotment', then a confirmation for cancellation of the deal from the Allottee / Purchasers shall be essentially required to enable the Promoter to release the amount of remainder.
- b) It is further agreed by the Allottee / Purchasers to evident that the Allottee / Purchasers has not availed any Loan / Finance by way of mortgaging the said Flat premises, all the original documents, issued by the Promoter, especially the original

Agreement for Sale or original Allotment Letter and original receipts for payment of instalments, shall be returned back to the Promoter in intact condition. If the Allottee / Purchaser is not able to return the said original documents, then at the costs and expenses of the Allottee / Purchaser, the Promoter shall publish notice of cancellation of deal and complete all other formalities of cancellation and follow other procedure of legal documentations.

- c) Upon fulfilling and completing the above said formalities of documentation for cancellation, the Promoter shall return the thirty percent (30%) of the remainder amount to the Allottee / Purchaser within thirty (30) days, as specified under Section 18 (2) of RERA.
- d) The balance amount of seventy percent (70%) of the final remainder amount, shall be returned by the Promoter to the Allottee / Purchasers, on pro-rata basis of the amounts received from next sale proceedings of the said Flat, and immediately upon realisation of received amount from the prospective (next) Allottee / Purchasers, ensuing next fresh sale of the said Flat premises.
- e) The Allottee / Purchasers hereby categorically and expressly agree with above narrated specified terms and condition of 'Refund Policy' of the Promoter and shall not object for the same or shall not approach to MahaRERA with complaint regarding the same.

34. Before taking possession of the new premises, the purchaser will have to give an undertaking as per the prescribed format available at promoter's office and the purchaser will not object to the same.

35. The legal jurisdiction for any dispute between the parties herein for the deal of the said Flat, shall be MahaRERA authority at Mumbai and court of law located within territories of Mumbai only.

**FIRST SCHEDULE OF THE PROJECT LAND**

All those pieces and parcels of the Plot of Land bearing Survey No. 229 and C.T.S. No. 5683 (Part) of Village Ghatkopar kirol admeasuring 1041.78 located within limits of **Village – Ghatkopar-Kirol** of **Taluka Kurla** in the registration jurisdiction of **Mumbai Suburban District**, lying and situated at R. N. Narkar Marg, Pant Nagar, Ghatkopar (East), Mumbai-400075, covered with four sided boundaries as follows:

On or towards the North: Building No. 228-229  
On or towards the South: 40' Ft. wide Existing Road  
On or towards the East : 30' Ft. wide Existing Road  
On or towards the West : 60' Ft. wide Existing Road

**SECOND SCHEDULE OF THE PURCHASED FLAT PREMISES**

All those pieces and parcels of a Flat premises being No. \_\_\_\_\_ situated on \_\_\_<sup>th</sup> Floor of Building of the Project known as '**TIARA by Swastik Empire**' of Nutan Anand Co-op. Hsg. Soc., having RERA defined Carpet Area admeasuring \_\_\_ sq. mtrs., equivalent to \_\_\_ sq. ft., alongwith balcony admeasuring \_\_\_ sq.mts equivalent to \_\_\_ sq.ft. **total carpet area** \_\_\_\_\_ sq. mtrs., equivalent to \_\_\_\_\_ sq. ft. with right to park \_\_\_\_\_ car in the premises, situated lying on the landed property as per First Schedule of Project Land.

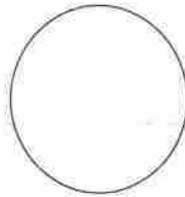
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai, in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED )  
by the withinnamed "The Promoters" )  
M/s. SWASTIK EMPIRE DEVELOPERS LLP )  
through its Partner )

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

Recent Photo

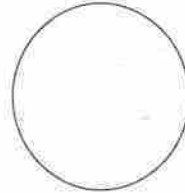
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in the presence of..... )

1. )

2. )

SIGNED AND DELIVERED )

by the Withinnamed )

"ALLOTTEE / PURCHASER" )

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

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**RECEIPT**

Received of and from the Purchaser/s above named Allottee/s / Purchaser/s, a sum of Rupees Rs. \_\_\_\_\_ Only), on or before execution of this agreement by way of cheque bearing no \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch.

I say received.

**For Swastik Empire Developers LLP**

**Partner**

**PAYMENT SCHEDULE**

SR. NO.	PARTICULARS	% OF AGREEMENT VALUE
1	ON BOOKING	10.00%
2	ON REGISTRATION OF AGREEMENT FOR SALE	20.00%
3	ON PLINTH	15.00%
9	1ST SLAB	0.00%
12	2ND SLAB	3.00%
15	3RD SLAB	0.00%
18	4TH SLAB	3.00%
21	5TH SLAB	0.00%
24	6TH SLAB	3.00%
27	7TH SLAB	0.00%
28	8TH SLAB	3.00%
9	9TH SLAB	0.00%
12	10TH SLAB	3.00%
15	11TH SLAB	0.00%
18	12TH SLAB	4.00%
21	13TH SLAB	0.00%
24	14TH SLAB	4.00%
27	15TH SLAB	0.00%
28	16TH SLAB	2.00%
29	ON COMPLETION OF BRICK WORK	2.00%
30	ON COMPLETION OF INTERNAL PLASTER WORK	2.00%
31	ON COMPLETION OF FLOORING/DOOR/WINDOWS	1.00%
32	ON COMPLETION OF STAIR CASE/LIFT WELL	3.00%
33	ON COMPLETION OF SANITARY FITTINGS	2.00%
34	ON COMPLETION OF EXTERNAL PLASTER	2.00%
35	ON COMPLETION OF TERRACE WATERPROOFING	2.00%
36	ON COMPLETION OF EXTERNAL PLUMBING	1.00%
37	ON COMPLETION OF LIFT AND WATER PUMP	5.00%
	ON COMPLETION OF ELECTRICAL FITTING	3.00%
38	ON COMPLETION OF PLINTH PROTECTION AND PAVING	2.00%
39	ON POSSESSION	5.00%
	<b>TOTAL</b>	<b>100.00%</b>

SALE AREA STATEMENT

Sr no	Unit No	Unit Area (Sq mt)	Unit Area (Sq Ft)	TENANT /SALE
1	102	74.13	798	SALE
2	103	96.15	1035	SALE
3	104	73.95	796	SALE
4	202	74.13	798	SALE
5	203	96.15	1035	SALE
6	204	73.95	796	SALE
7	302	74.13	798	SALE
8	303	96.15	1035	SALE
9	304	73.95	796	SALE
10	402	74.13	798	SALE
11	403	96.15	1035	SALE
12	404	73.95	796	SALE
13	502	74.13	798	SALE
14	503	96.15	1035	SALE
15	504	73.95	796	SALE
16	602	REFUGE		
17	603	REFUGE/Society office		
18	604	93.92	1011	SALE
19	702	74.13	798	SALE
20	703	96.15	1035	SALE
21	704	73.95	796	SALE
22	802	74.13	798	SALE
23	803	96.15	1035	SALE
24	804	73.95	796	SALE
25	902	74.13	798	SALE
26	903	96.15	1035	SALE
27	904	73.95	796	SALE
28	1002	74.13	798	SALE
29	1003	96.15	1035	SALE
30	1004	73.95	796	SALE
31	1101	112.97	1216	SALE
32	1102	74.13	798	SALE
33	1103	96.15	1035	SALE
34	1104	73.95	796	SALE
35	1105	107.49	1157	SALE
36	1201	112.97	1216	SALE
37	1202	74.13	798	SALE
38	1203	96.15	1035	SALE
39	1204	73.95	796	SALE
40	1205	107.49	1157	SALE
41	1301	112.97	1216	SALE
42	1302	REFUGE/Hall		
43	1303	96.15	1035	SALE
44	1304	73.95	796	SALE
45	1305	107.49	1157	SALE
46	1401	112.97	1216	SALE
47	1402	74.13	798	SALE
48	1403	96.15	1035	SALE
49	1404	73.95	796	SALE
50	1405	107.49	1157	SALE