

**AGREEMENT FOR SALE**  
**Contents**

RECITALS .....	2
1. SCOPE AND OPERATION OF THE RECITALS .....	10
2. DEFINITIONS: .....	10
3. SALE.....	11
4. CAR PARKING SPACE: .....	14
5. FSI OF THE SAID LAND AND THE DEVELOPER'S ENTITLEMENTS IN RESPECT THEREOF:	15
6. PROCEDURE OF HANDING OVER POSSESSION OF THE SAID PREMISES:.....	18
7. POSSESSION OF SAID FLAT AND FORCE MAJURE EVENTS .....	18
8. DELAY IN PAYMENTS BY THE PURCHASERS AND CONSEQUENCES THEREOF .....	20
9. STRUCTURAL DEFECTS AND DEFECT LIABILITY .....	22
10. PAYMENTS BY THE PURCHASERS TOWARDS OUTGOINGS .....	22
11. PAYMENT OF ADDITIONAL AMOUNTS BY THE PURCHASERS:.....	25
12. RIGHTS OF THE DEVELOPER: .....	27
13. FORMATION OF SOCIETY AND CONVEYANCE TO THE SOCIETY:.....	28
14. PURCHASERS COVENANTS.....	30
15. GRANT/DEMISE/ASSIGNMENT .....	34
16. BINDING EFFECT .....	35
17. DELAY OR FORBEARANCE- NOT A WAIVER.....	35
18. NOTICES.....	35
19. INSURANCE BY THE DEVELOPER.....	36
20. COVENANTS IN RESPECT OF THIS AGREEMENT:.....	36
21. STAMP DUTY AND REGISTRATION CHARGES .....	36
22. DISPUTE RESOLUTION.....	37
23. JURISDICTION.....	37
24. GOVERNING LAW: .....	37
THE FIRST SCHEDULE ABOVE REFERRED TO: .....	37
THE SECOND SCHEDULE ABOVE REFERRED TO.....	37
TABLE OF ANNEXURE: .....	39

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

**THIS AGREEMENT FOR SALE** is made at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, **2024**,

**BETWEEN**

**TRIDHAATU MORYA DEVELOPERS PRIVATE LIMITED**, having **PAN: AAICT4479R**, a Company incorporated under the provisions of the Companies Act, 2013, having CIN No. U45202MH2021PTC355843 and having its registered office at 3rd Floor, D-Wing, Tridhaatu AUM, Opp. Borbadevi Mandir,, Govandi (East), Mumbai 400 088, and hereinafter referred to as **“THE DEVELOPER”** (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors in title and assigns) of the **ONE PART**;

**AND**

**1) MR. RAMESH DAMJI GALIYA**, having **PAN: AEJPG8749R** **2) MRS. MADHU RAMESH GALIYA**, having **PAN: AFQPG3374N** and **3) MR. PARITOSH RAMESH GALIYA**, having **PAN: BGQPG0127B**, all adults, Indian inhabitants, residing at Flat no.2002, 20th Floor, The Baya Park, Senapati Bapat Marg, Behind Plaza Cinema, Dadar (W), Mumbai - 400028, hereinafter referred to as **“THE PURCHASERS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

**RECITALS:**

**WHEREAS:**

- A. By and under the Deed of Conveyance dated 7<sup>th</sup> May, 1960, registered in the Office of the Sub-Registrar of Bombay, vide Serial no. 4563 of 1960 (hereinafter referred to as the **“1960 Deed of Conveyance”**), made by and between Jivraj Fulchand as the “Vendor” of the One Part (hereinafter referred to as **“Jivraj”**) and Edmund Britto (since deceased) (also known as Edmond Britto) and Dr. (Mrs.) France Edmond Britto as the “Purchasers” of the Other Part (hereinafter collectively referred to as the **“Predecessors”**), Jivraj sold, conveyed and assigned to the Predecessors, the lands admeasuring in the aggregate approximately 6,856.24 square meters, bearing Survey no. 26 (part) (erroneously described therein as Survey no. 29(part)), and now bearing C.T.S no. 79 admeasuring approximately 6,333.20 square meters, and C.T.S no. 87 admeasuring approximately 674.70 square meters, as per City Survey Records, both of Village Deonar, Taluka Kurla, (hereinafter referred to as the **“Entire Land”**) at or for the consideration and upon the terms and conditions recorded and contained therein;
- B. The said Edmund Britto (hereinafter referred to as the **“Late Edmund”**) died intestate at Mumbai on 14<sup>th</sup> December, 1990, leaving as his only heirs and next-of-kin under the Indian Succession Act, 1925, by which he was governed at the time of his death, his widow, being Dr. (Mrs.) France Edmond Britto, and their six children, being Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley, Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards, and Mr. Amar J. Britto (hereinafter collectively referred to as the **“Heirs”**);

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

- C. No Letters of Administration in respect of the Late Edmund's estate has ever been petitioned for, or obtained from any Court of law, by any of the Owners, or any other persons;
- D. Inventory Proceedings were initiated in the Court of the Civil Judge, Senior Division at Panaji, in respect of the estate of the Late Edmund, being Inventory Proceedings no. 29/1994/A. Civil Miscellaneous Application no. 45/2001/A, was filed therein by Dr. (Mrs.) France Britto, in which additional assets to be partitioned amongst the Heirs were brought into the aforesaid Inventory Proceedings. In pursuance thereof, and pursuant to consents given therein by the Heirs, the Order dated 15<sup>th</sup> March, 2003 was passed in the aforesaid Civil Miscellaneous Application no. 45/2001/A allowing the same and allotting, inter alia, the Entire Land absolutely and exclusively to Dr. (Mrs.) France Britto;
- E. By its Letter dated 3<sup>rd</sup> October, 2013, bearing no. CE/620/BPES/LOM, with plan annexed thereto, the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "**MCGM**"), approved the layout and sub-division of the Entire Land, whereupon the same was, for planning purposes, sub-divided into two separate parts as follows: (a) Plot 'A', admeasuring approximately 3,208.75 square meters (which includes land admeasuring approximately 226.54 square meters under a naala flowing through the western boundary thereof), comprising a portion, admeasuring 2,534.05 square meters of the land bearing C.T.S. no. 79, and comprising the entire land admeasuring 674.7 square meters, bearing C.T.S no. 87, which Plot 'A' (hereinafter referred to as the "**Plot A**"), and (b) Plot 'B' admeasuring approximately 3,799.15 square meters, being the entire land bearing C.T.S. no. 79 (hereinafter referred to as the "**Plot B**");
- F. The Developers have acquired Plot A and Plot B in the manner recited herein below.
1. **Plot A:**
    - i. By and under the Deed of Conveyance dated 7<sup>th</sup> November, 2013 made by and between Dr. (Mrs.) France Britto as the Vendor of the One Part and Acron Developers Private Limited (Hereinafter referred to as "**Acron**") as the Purchaser of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Kurla, vide Serial No. 9447 of 2013, the Dr. (Mrs.) France Britto sold transferred conveyed and assigned, Plot A to **Acron** at or for the consideration and upon the terms and conditions as recorded and contained therein.
    - ii. Pursuant to negotiations successfully concluded between the Developers and **Acron**, **Acron** agreed to sell and convey Plot A, together with the benefit of certain plans that have been sanctioned and the licences, permissions, and approvals obtained, by **Acron**.
    - iii. By and under a Deed of Conveyance dated 9<sup>th</sup> May, 2017 and duly registered with the Sub-Registrar of Assurances vide Serial No. KRL1-4484-2017 (hereinafter

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

referred to as “**the Conveyance Deed 1**”), executed by and between Acron Developers Private Limited and the Developers, Acron Developers Private Limited granted, sold, conveyed, transferred and assured unto the Developer, Plot A for such consideration and upon such terms and conditions more particularly stated therein;

2. **Plot B:**

- i. By and under the Deed of Gift dated 3<sup>rd</sup> August, 2013, made by and between Dr. (Mrs.) France Britto as the Donor of the One Part and Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto as Donees of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Kurla, vide Serial No. 1/6995 of 2013 (hereinafter referred to as the “**Deed of Gift**”), (Mrs.) France Britto gifted absolutely to Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto, out of natural love and affection that she bore, towards them, as their mother, a one-seventh (1/7<sup>th</sup>) undivided share, right, title and interest in and to the said Land, which gift was duly accepted by Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto, as is testified by them joining in the execution of the Deed of Gift, and accepting the aforesaid gift therein. Simultaneously with the execution of the Deed of Gift, Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto, who had continued to retain a one-seventh (1/7<sup>th</sup>) undivided share, right, title and interest in Plot B;
- ii. Certain portions of Plot B admeasuring 501 sq. m. were affected by the reservations and have since been handed over and surrendered to the MCGM under Possession Receipts dated 11<sup>th</sup> February, 2016, bearing no. 001376 and ACQ/ES/FSI/ME-1056 and registered Declarations dated 29<sup>th</sup> February, 2016. The aforesaid portions of the said Land handed over and surrendered to the MCGM are hereinafter collectively referred to as the “**Surrendered Portions**”. In view of the hand over and surrender of the Surrendered Portions, the area of Plot B is now approximately 3298.15 square meters, whereby all references hereinafter to the Plot B shall mean, and be deemed to mean, Plot B admeasuring approximately 3298.15 square meters;
- iii. A portion of Plot B has a structure thereon housing an electric sub-station, and admeasuring approximately 28 square meters (hereinafter referred to as the “**Sub-Station Structure**”) of Reliance Energy Limited (successor of BSES Limited) (hereinafter referred to as the “**REL**”), which Sub-Station Structure has been granted on lease to REL under the Agreement to Lease dated 2<sup>nd</sup> January, 2002, for a term of ninety-nine years commencing on and from the date of execution of the said

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

Agreement (hereinafter referred to as the “**Sub-Station Agreement**”);

- iv. By and under the Development Agreement dated 17<sup>th</sup> October, 2013, made by and between Dr. (Mrs.) France Britto, Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto (therein referred to as the Owners) of the One Part and Acron Developers Private Limited (therein referred to as “**Developers**”) of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Kurla, vide Serial no. 8952 of 2013 (hereinafter referred to as the “**Development Agreement**”), the Owners therein granted to Acron, and Acron acquired from the Owners, full, complete and irrevocable rights and entitlements in respect of the development of the Plot B (with a covenant for conveyance and transfer thereof) on the terms and conditions recorded and contained therein;
- v. In pursuance of the grant of aforesaid rights and entitlements under the Development Agreement, the Owners: (a) executed in favour of Acron, the Irrevocable Power of Attorney dated 19<sup>th</sup> October, 2013, registered in the Office of the Sub-Registrar of Assurances at Kurla, vide Serial no. 8953 of 2013, under which they granted powers and authorities to Acron, inter alia, in respect of the development and transfer of the Plot B and the new buildings and structures to be developed and constructed thereon (hereinafter referred to as the “**Irrevocable POA**”), and (b) delivered to Acron the quiet, vacant and peaceful physical possession of the said Land, pursuant to which Acron commenced various pre-development activities thereon. As the plan showing/reflecting Plot B was inadvertently, and by error, not annexed to the Development Agreement, by and under the Deed of Rectification dated 19<sup>th</sup> November, 2013 made by and between the Owners therein of the One Part and Acron Developers Private Limited of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Kurla, vide Serial no. 9718 of 2013 (hereinafter referred to as the “**Deed of Rectification**”), the Owners therein and Acron Developers Private Limited rectified and corrected the same by annexing the plan showing/reflecting the Plot B thereto. Accordingly, the Development Agreement has been amended by, and is read with, the Deed of Rectification;
- vi. The Developers approached Acron and Dr. (Mrs.) France Britto, Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto with an offer to purchase Plot B, together with all rights, interest and benefits arising therefrom and held by the Acron and Dr. (Mrs.) France Britto, Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto respectively under and in pursuance of the Development Agreement as amended by and read with the Deed of Rectification, as a composite transaction, that

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

is: **(a)** all the rights, entitlements, interest and benefits and title held by **Acron** in and to Plot B under and in pursuance of the Development Agreement as amended by and read with the Deed of Rectification, including Acron's FSI, Acron's Premises, and Acron's Car-parking Spaces, together with the benefit of all plans sanctioned, and approvals, permissions, licenses and NOC's obtained by Acron in respect of the development of Plot B, and together with the benefit of the compensation/transferable development rights (TDR) arising out of the Surrendered Portions, and **(b)** the specific rights and interests held by the Owners under the Development Agreement as amended by and read with the Deed of Rectification, that is, Dr. (Mrs.) France Britto, Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) and Mr. Amar J. Britto Retained FSI, the Flats and Car-parking Spaces, together with their legal title to Plot B;

- vii. By and under a Deed of Conveyance dated 9<sup>th</sup> May, 2017 and duly registered with the Sub-Registrar of Assurances vide Serial No. KRL1-4482-2017 (hereinafter referred to as "**the Conveyance Deed 2**"), executed by and between Dr. (Mrs.) France Britto, Ms. Lily Britto, Dr. (Mrs.) Elissa Dooley (nee Britto), Dr. John Britto, Dr. Joseph Britto, Mrs. Rita Edwards (nee Britto) (therein referred to as the Owners), the Developers and Acron Developers Private Limited (therein referred to as Acron), the Owners and Acron granted, sold, conveyed, transferred and assured unto the Developer, Plot B together with the benefit of the compensation/transferable development rights (TDR) arising out of the Surrendered Portions, for such consideration and upon such terms and conditions more particularly stated therein;
- G. Plot A (admeasuring 3208.75 sq. m.) and Plot B (admeasuring 3298.15 sq. m.) collectively admeasuring 6506.9 sq. m. are hereinafter collectively referred to as the "**said Land**" and is more particularly defined in the **FIRST SCHEDULE** written herein below.
- H. The Developer is the owner of and seized and possessed of or otherwise well and sufficiently entitled to develop the said Land by constructing a new building/s on the said Land in accordance with the plans, designs, specification approved by the concerned local authority and which has been seen and approved by the Purchasers with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them and the Purchasers herein give their irrevocable consent to the Developer to carry out such variations or modifications;
- I. The Developer has entered into a standard agreement with Aakar Architects, Architects (hereinafter referred to as "**the Architect**") registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects, whereas

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

the Developer has appointed SACPL (Shanghvi and Associates Consultants Private Limited) as RCC Consultant for the preparation of the structural design and drawings of the New Buildings and the Developer accept the professional supervision of the Architect and the RCC Consultant till the completion of the New buildings;

- J. The Developer has the right to sell the flats in the new buildings to be constructed by the Developer on the said Land, and, to enter into this Agreement with the Purchasers of the flats to receive the sale consideration in respect thereof. The title and the right of the Developer to develop the said Land and to sell the flats in the said Project to be constructed by the Developer on the said Land is certified by **S. C. Legals Advocates & Consultants** as per their **Title Certificate** dated **26<sup>th</sup> September, 2022** a copy whereof is annexed hereto and marked **Annexure: 'A'**;
- K. Annexed hereto and marked as **Annexure: 'B'** is the copy of **Extract** of the said Land issued by the **Superintendent of City Survey and Land Records, Mumbai Suburban District**;
- L. The Developer has drafted construction plans of the New Buildings by utilizing FSI (Floor Space Index), present and future, as may be available under the Development Control Regulations (hereinafter referred to as "**DCR**") and/or any other rules/regulations/laws applicable to the said Land. **Intimation of Disapproval No. CHE/ES/1486/ME/337(NEW)** dated **27<sup>th</sup> June, 2016** and **Intimation of Disapproval No. CHE/ES/1486/ME/337(NEW)** dated **18<sup>th</sup> January, 2018** ("**IOD**") has been granted by the Municipal Corporation of Greater Mumbai (herein after referred to as "**MCGM**") for the commencing construction on the said Land. The Developer has amended plans approved vide the IOD in accordance with the Development Control and Promotional Regulations, 2034 ("**DCPR**") and obtained approval in respect thereof vide Approval Letter dated 19<sup>th</sup> May, 2018 bearing Reference No. CHE/ES/1486/M/E/337(NEW) and Approval Letter dated 11<sup>th</sup> April, 2019 bearing Reference No. CHE/ES/1486/M/E/337(NEW) and Approval Letter dated 27<sup>th</sup> May, 2021 bearing Reference No. CHE/ES/1486/M/E/337(NEW)/ 337/5/Amend and Approval Letter dated 19<sup>th</sup> August, 2021 bearing Reference No. CHE/ ES/ 1486/ M/ E/ 337 (NEW)/ 337/6/Amend and Approval Letter dated 13<sup>th</sup> April 2023 bearing Reference No. CHE/ES/1486/M/E/337(NEW)/337/8/Amend ("**Approval Letters for amendment**"), issued by the MCGM. The copy of the IOD and Approval letter for Amendment is annexed hereto and marked as "**Annexure C-1 (Colly)**". The copy of approved Block Plan, Location/Layout Plan and Plan showing Open Spaces is annexed hereto and marked as "**Annexure C-2**". The copy of the Commencement Certificate issued by the MCGM pursuant to the IOD is annexed at "**Annexure C-3**". The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the MCGM or any concerned local authority at the time of sanctioning of the said plans or thereafter and shall before handing over possession of the residential premises to the purchasers, obtain from MCGM or any concerned local authority

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

occupation/completion certificate in respect of the new building. The Developer has obtained Occupation Certificate bearing No. CHE/ES/1486/M/E/337(NEW)/OCC/1/New dated 15<sup>th</sup> December, 2023 (**Part OC**) for the said New Building, which is annexed and marked hereto as **“Annexure C-4”**.

- M. The Developer has undertaken the construction and development of a Project known as **“TRIDHAATU MORYA”** (hereinafter referred to as **“the said Project”**) comprising of 3 (three) Buildings, **“AVIGHNA”**, **“SUMUKHA”** and **“EKADANTA”** (hereinafter collectively referred to as **“the New Buildings”**) that may be permissible by the MCGM on the said Land. Due to technical reasons, while registering the said Project with the Real Estate Regulatory Authority (**“Authority”**), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) read with the provisions of the 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 (**“RERA Rules”**), the Developer has split the same. A Project named **“TRIDHAATU MORYA”** comprising of the building known as **“AVIGHNA”** is registered under Registration No.P51800013775 dated 25<sup>th</sup> October, 2017, project named **“TRIDHAATU MORYA II”** comprising of the building known as **“SUMUKHA”** is registered under Registration No. P51800015776 dated 26<sup>th</sup> March, 2018 and project named **“TRIDHAATU MORYA III”** comprising of the building known as **“EKADANTA”** is registered under Registration No. P51800047341 dated 20<sup>th</sup> October 2022. The copy of the RERA Certificates of TRIDHAATU MORYA II is annexed and collectively marked as **Annexure “D”** hereto. The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the same to be examined in detail by its Advocates and Planning and Architectural consultants. The Purchaser has agreed and consented to the development of the New Buildings. The Purchaser has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- N. The Purchasers have perused the approved building plans and the floor plans, designs and specifications of the said Project prepared by the Developer’ Architect, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/to be provided therein. The Purchasers have demanded from the Developer and the Developer has given inspection to the Purchasers of all the documents of title relating to the said Land and such other documents as are specified under and the RERA Act and the rules made there under. The Purchasers have prior to the execution of this Agreement satisfied themselves about the title of the Developer to the said Land and no requisition or objection shall be raised upon the Developer in any matter relating thereto. The Developer has represented to the Purchasers that the Developer has availed financial assistance for completing construction of the said Project and has mortgaged the said Land and its development rights in respect of

<b>DEVELOPER</b>	<b>PURCHASERS</b>		



the said Land to **CATALYST TRUSTEESHIP LIMITED**, a company established under the Companies Act, 1956 and having its Registered Office at DA House, First Floor, Plot No. 8, S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune- 411038 and a branch office at 604, Windsor, Off, CST Road, Kolivery Village, Vidya Nagari, Kalina, Santacruz East, Mumbai, Maharashtra 400098 (hereinafter referred to as **“the said Company”**). The Developer are solely responsible and liable for repayment of the financial assistance to the said Company and obtaining a release/re-conveyance of the said Land and the development rights thereof from the said Company;

- O. The Purchasers have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Developer and the Purchasers have also taken independent legal advice and only thereafter they have agreed to enter into this Agreement;
- P. The Developer has agreed to sell to the Purchasers and the Purchasers have agreed to purchase and acquire from the Developer, a **Flat bearing No.1005** comprising of **2 (Two)** Bedrooms, Hall and Kitchen containing by admeasuring **62.33 Sq. Mt.** equivalent to **670.92 Sq. Ft.** (RERA carpet area) (hereinafter referred to as **“the said Flat”**) on **10th (Tenth) Floor** in in **SUMUKHA** (Wing **“B”**) comprising of **19 (Nineteen)** habitable floors (hereinafter referred to as **“the said New Building”**) being constructed in the said Project being developed on the said Land at or for the price of **Rs.1,94,92,910/- (Rupees One Crore Ninety Four Lakh Ninety Two Thousand Nine Hundred and Ten Only)** and upon the terms and conditions mentioned in this Agreement (**“Total Consideration”**). Prior to the execution of these presents, the Purchasers have paid to the Developer a sum of **Rs.19,49,291/- (Rupees Nineteen Lakh Forty Nine Thousand Two Hundred and Ninety One Only)**, being part payment of the Total Consideration of the said Flat agreed to be sold by the Developer to the Purchasers as advance payment (the payment and receipt whereof the Developer hereby admits and acknowledges);
- Q. Under Section 13 of the RERA, the Developer are required to execute a Written Agreement for sale of the said Flat to the Purchasers being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
- R. In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agrees to sell and the Purchasers hereby agrees to purchase and acquire, the Flat and the right to use the Common Areas [and the covered parking (if applicable)].

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

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

1. **SCOPE AND OPERATION OF THE RECITALS:** The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
  
2. **DEFINITIONS:** In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:
  - 2.1. **'RERA Carpet Area'** shall have the meaning ascribed to it in Section 2(k) of the RERA Act.
  - 2.2. **'Common Areas'** shall mean and include amenities and facilities more particularly set out in **Annexure "E"** hereunder written;
  - 2.3. **'External Development Works'** shall mean and include the works more particularly set out in **Annexure "E"** hereunder written;
  - 2.4. **'Interest'** shall have the meaning ascribed to it in the RERA read with the RERA Rules (Presently, the same is the State Bank of India highest Marginal Cost of Lending Rate plus two percent; however, in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public).
  - 2.5. **'Internal Development Works'** shall mean and include the works more particularly set out in **Annexure "E"** hereunder written;
  - 2.6. **'Internal Fittings'** shall mean and include internal fittings and fixtures and amenities in the said Flat that shall be provided by the Developer are listed in the **Annexure "E"** annexed hereto.
  - 2.7. **'Occupation Certificate'** shall mean Certificate issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966;
  - 2.8. **'Part OC'** means Certificate No.CHE/ES/1468/M/E/337 (NEW)/OCC/1/New dated 15<sup>th</sup> December, 2023 issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966 annexed and marked hereto as **"Annexure C-4"**.
  - 2.9. **'Possession Date'** shall mean 30<sup>th</sup> December, 2025 or such other extended date as specified in the RERA Website
  - 2.10. **'Received Amount'** shall mean the amount paid by the Purchasers to the Developer towards the Total Consideration payable by the Purchasers to the Developer in respect of the said Flat/Premises at any given point in time in accordance with this

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

Agreement.

3. **SALE:**

3.1. The Developer hereby agrees to sell to the Purchasers and the Purchasers hereby agree to purchase from the Developer the said **Flat bearing No.1005** comprising of **2 (Two)** Bedrooms, Hall and Kitchen containing by admeasuring **62.33 Sq. Mt.** equivalent to **670.92 Sq. Ft.** (RERA carpet area) on **10<sup>th</sup> (Tenth) Floor**, in the said New Building, shown hatched on the **Typical Floor Plan** thereof annexed hereto and marked as **Annexure 'F'**, in the said New Building being constructed in the said Project, at and for a Consideration of **Rs.1,94,92,910/- (Rupees One Crore Ninety Four Lakh Ninety Two Thousand Nine Hundred and Ten Only)** (hereinafter referred to as the "**Total Consideration**") which amount is inclusive of applicable TDS ("**Tax Deducted at Source**").

3.2. As incidental to the beneficial use of the said Flat, the Developer has;

3.2.1. Reserved for the Purchasers **1 (One)** of Car Parking Space in the basement parking subject to the terms and conditions specified in **Clause 4** hereinbelow ("**Car Parking Space**").

The said Flat and the Car Parking Space are more particularly described in the Second **Schedule** hereunder written and are collectively referred to as the "**said Premises**".

3.3. The Purchasers hereby agrees to pay to that Developer the entire amount of Total Consideration of **Rs.1,94,92,910/- (Rupees One Crore Ninety Four Lakh Ninety Two Thousand Nine Hundred and Ten Only)** as per the "**Payment Plan**" mentioned below:

(i) **Rs.19,49,291/-** on Booking

(ii) **Rs.1,65,68,974/-** on or before Execution of these present.

(iii) Balance amount of **Rs.9,74,645/-** of Total Consideration and charges specified in **Clause 10.2** within 15 (Fifteen) days of receipt of the said Possession Notice of the said Premises by the Purchasers from the Developer.

The Purchasers have paid, before execution of this Agreement, a sum of **Rs.19,49,291/- (Rupees Nineteen Lakh Forty Nine Thousand Two Hundred and Ninety One Only)** being part payment of the Total Consideration (the payment and receipt whereof, the Developer hereby admits and acknowledges)

3.4. The Developers have passed on the benefit of all available Input Tax Credit as per the CGST Act 2017 and the Total Consideration has been calculated accordingly. Goods and Services Tax ("**GST**") or any Indirect Taxes, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Premises and/or the Consideration

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

payable hereunder, if any, shall be borne and paid by the Purchasers solely. The Purchasers agree and declare that the Purchasers shall not claim any further Input Tax Credit for payment of GST. The Purchasers hereby indemnifies/indemnify and keep/s indemnified the Developer from all claims, costs, charges and expenses incurred by the Developer in respect of GST or any Indirect Taxes, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Premises and/or the Total Consideration payable hereunder. The Purchasers is/are solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. The Purchasers hereby indemnifies/indemnify and keep/s indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable TDS (if any), by the Purchasers in respect of this presents and/or the Total Consideration.

- 3.5. The Developer has given an undertaking to the said Company to the effect that the Developer shall not sell the said Flat in in the said Project without the consent of the said Company and that the entire sale proceeds of the said Flat shall be deposited with and credited to the **Account No50200057339511** of the Developer opened in the name of TRIDHAATU MORYA DEVELOPERSPL II CLNESCRW in **HDFC** Bank (hereinafter referred to as **“the said Bank”**). The Purchasers shall make all payments towards the Total Consideration in favour of **“TRIDHAATU MORYA DEVELOPERSPL II CLNESCRW No. 50200057339511”**. The Developer has obtained **No-objection Certificate (“the said NOC”)** dated \_\_\_\_\_ from the said Company for selling the said Flat to the Purchasers herein. The said **NOC** issued by the said Company is annexed hereto and marked as **Annexure: ‘G’**. The amounts deposited by the Purchasers towards the Total Consideration in the said Account will be dealt by the Developer in the accordance with RERA read with the RERA Rules.
- 3.6. The Total Consideration is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.

- 3.7. The Purchasers acknowledge/s that the calculation of RERA carpet area in respect of the said Flat may undergo minor variation at the time of completion of construction of the said Flat. The Developer agrees that the variation in the RERA carpet area while handing over the said Flat to the Purchasers shall not be more than +/- 3% (three percent) of the carpet area of the said Flat agreed under this Agreement. The Purchasers hereby agree/s that any such change/revision in the RERA carpet area of the said Flat up to +/- 3% (three percent) is acceptable and binding upon them and they shall not object to such variation at any time.
- 3.8. The Developer shall confirm the final RERA carpet area that has been allotted to the Purchasers after the construction of the Building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of 3% (three percent). The Total Consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the RERA carpet area within the defined limit then the Developer shall refund the excess money paid by Purchasers within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the RERA carpet area allotted to Purchasers, the Developer shall demand additional amount towards the said Total Consideration from the Purchasers 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 3.3** of this Agreement. The Developer shall execute in favor of the Purchasers any such appropriate agreement to record the aforesaid increase/decrease in the RERA carpet area of the said Flat, the stamp duty and the registration charges whereof shall be borne and paid by the Purchasers.
- 3.9. The aforesaid Total consideration to be paid by the Purchasers is inclusive of the proportionate price of the Common Areas appurtenant to the said Flat. The percentage of the undivided interest of the Purchasers in the Common Areas limited or otherwise pertaining to the said Flat shall be in proportion of the area of the said Flat agreed to be sold hereunder to the total area of the said Land/the New Buildings.
- 3.10. The Purchasers authorizes the Developer to adjust/appropriate all payments made by them under any head(s) of dues against , firstly towards the applicable GST, any other taxes/government levies demanded by the Developer, secondly towards Interest payable if any, thirdly towards the Total Consideration or part thereof, and lastly towards any other lawful outstanding as may have been

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

demanded by the Developer, if any, in their name as the Developer may in its sole discretion deem fit and the Purchasers undertakes not to object/demand/direct the Developer to adjust their payments in any manner. Time shall be essence of the contract as to aforesaid payments to be made by the Purchasers to the Developer. The Purchasers agrees to pay to the Developer, Interest (as defined in Clause 2.4 hereinabove) , on all the delayed payment of Total Consideration or part thereof payable as per the Payment Plan and/or all other amounts including but not limited to the GST, and/or all other taxes and levies which become due and payable by the Purchasers to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers to the Developer

- 3.11. The Developer shall construct the New Buildings in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned authority and as may be modified from time to time; Provided however that the Developer shall obtain prior consent in writing of the Purchasers in respect of any variations or modifications which may adversely affect the said Premises of the Purchasers, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchasers.
- 3.12. The Purchasers shall be entitled to use the Common Areas, External Development Works and the Internal Development Works provided by the Developer together with other purchasers of flats in the New Buildings, but Purchasers shall not be entitled to claim any right therein.
- 3.13. Time is of essence for the Developer as well as the Purchasers. The Developer shall abide by the time schedule for completing and handing over the said Premises to the Purchasers after receiving the Occupation Certificate in respect thereof and the Common Areas, Internal Development Works and External Development Works. The Purchasers shall make timely payments of all installments of the Total Consideration and other dues payable by them.
- 3.14. The Purchasers shall be entitled to the said Premises only upon the Purchasers making full payment of all the amounts due and payable by him/she/it/them to the Developer. The Purchasers shall have no claim to the remaining portion of the said Land or constructions thereon.

**4. CAR PARKING SPACE:**

- 4.1. The Car Parking Space has been reserved by the Developer for the Purchasers on the following terms and conditions:

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

- 4.2. The rules governing the use of such car parking space shall be framed and administered by the Society to be formed of the flat purchasers of the New Buildings. The car parking number shall be identified and intimated to the Purchasers at the time of handing over of possession of the said Premises.
- 4.3. It is further made clear by the Developer to the Purchasers that while executing the Conveyance in favour of the Society, the area under such parking lots, open or covered, along with the structure of the basements, podiums, stilts, parking floors of the buildings out of the said New Buildings with the other structures for parking lots, if any, will also be conveyed being the part of the common areas, amenities and facilities of the New Buildings subject to the exclusive rights to use and occupy the parking lots granted by the Developer to the respective Purchasers.
- 4.4. Un-allotted Car Parking Spaces in the said New Buildings, if any, shall continue to remain the property of the Developer and shall remain in possession of the Developer only till the handover of the New Building of the Society and thereafter it shall be subject to the terms of the agreement made between the Developer and the Society. It shall be upon the Developer's discretion time to allot/use these un-allotted spaces till such that they continue to remain with the Developer.
5. **FSI OF THE SAID LAND AND THE DEVELOPER'S ENTITLEMENTS IN RESPECT THEREOF:**
- 5.1. In this agreement, the word Floor Space Index (**F.S.I.**) or Floor Area Ratio (**F.A.R**) shall have the same meaning as understood by the MCGM under its relevant building regulations or byelaws. The Developer shall be entitled to float the F.S.I. of the said Land and that arising from the Surrendered Portions for carrying out any permissible construction in the said Project. Total FSI of 13793.66 Sq. M. has been sanctioned for consumption in the construction and development of the said Project.
- 5.2. The Developer hereby declares that no part of the presently approved FSI (Floor Space Index) has been utilised by the Developer elsewhere for any purpose whatsoever. In case the said FSI (Floor Space Index) has been utilised by the Developer elsewhere, the Developer shall furnish to the Purchasers all the detailed particulars in respect of such utilisation of said FSI (Floor Space Index) by it. In case while developing the said Land the Developer has utilised any FSI (Floor Space Index) of any other land or property by way of floating FSI (Floor Space Index)/TDR (Transferable Development Rights), then the particulars of such FSI (Floor Space Index) shall be disclosed by the Developer to the Purchasers. The residual FSI (Floor Space Index) in the said Land or the layout not consumed will be available to the Developer alone.

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

- 5.3. The Purchasers hereby gives their irrevocable consent and/or No Objection to the Developer to make additions, alterations, raise floors or put additional structure as may be permitted by the MCGM/Local Authority and other competent authorities, without affecting the rights of the Purchasers to the said Premises. It is agreed that the Developer shall be entitled, without affecting the rights of the Purchasers to the said Premises, to revise the construction plans of the New Buildings and to utilize the FSI (present or future), as the Developer may desire and the Purchasers hereby irrevocably consents to the right of the Developer to revise and modify the construction plans of the New Buildings from time to time till the date of receipt of the Occupation Certificate.
- 5.4. The Developer shall have a right to make additions, alterations, raise floors or put additional structure as may be permitted by the MCGM/ Local Authority and other competent authorities. Such additions, alterations, structures and floors will be the sole property of the Developer who will be entitled to dispose of the same in any way they choose and the Purchasers hereby expressly consent/s to the same.
- 5.5. In the event that due to increase in the availability of increase of the Floor Space Index (FSI) due to any reason whatsoever, any additional RERA Carpet Area can be added to the RERA Carpet Area of the said Flat then,
- 5.5.1. The Developer shall communicate in writing (hereinafter referred to as **“the Increased RERA Carpet Area Communication”**) to the Purchasers of the availability of such Increased RERA Carpet Area (hereinafter referred to as **“the Increased RERA Carpet Area”**) and seek the Purchasers’ written consent for adding the same to the RERA Carpet Area of the said Flat.
- 5.5.2. In the event within 15 (fifteen) days from the date of receipt of the Increased RERA Carpet Area communication, the Purchasers provide/s their written consent for adding such Increased RERA Carpet Area to the RERA Carpet Area of the said Flat and for payment of additional consideration for such Increased RERA Carpet Area at the same rate per square meter as agreed in **Clause 3.3** of this Agreement, then the Developer shall change the floor plan of the said Flat and execute an appropriate Supplementary Agreement for Sale for allotting for recording the change in area of the said Flat.
- 5.5.3. In the event the Purchasers does not provide/s their written consent for adding such Increased RERA Carpet Area to the RERA Carpet Area of the said Flat within 15 (fifteen) days as stipulated in Clause 5.5.2 hereinabove, then the Developer shall not add the Increased RERA Carpet Area to the RERA Carpet Area of the said Flat and the Developer shall be

<b>DEVELOPER</b>	<b>PURCHASERS</b>		



entitled to utilize the same elsewhere in the New Building without any further communication with the Purchasers and the Purchaser/ s shall not raise any objection whatsoever to the said usage of the Additional Carpet Area elsewhere as mentioned in this Clause.

5.6. The Purchasers hereby agrees, accepts and confirms that the Developer presently proposes to develop the said Project (including by utilization of the full development potential) in the manner more particularly detailed hereinabove and as depicted in the layout plan at **Annexure "C-2"** hereto and Purchasers has agreed to purchase the said Premises based on the unfettered and vested rights of the Developer in this regard.

5.7. The Developer shall be entitled to use the present unutilized and/or additional built up area F.S.I., T.D.R. or F.S.I. obtained in any form/by any means including F.S.I. against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the said Land/New Buildings as and when the same is permitted either by way of construction of new wing/building on the said Land or by adding floor/s or extension of the said New Buildings which are presently permitted. The Purchasers have hereby given their irrevocable consent therefor and the Developer shall be entitled to revise the layout/building plans, get them sanctioned from the competent authority construct the additional buildings/floors/units permitted by the competent authority and to allot/sell them to intending persons. The Purchasers shall have no objection for the said new Purchasers to be admitted as member/s of Society. Notwithstanding anything contained in this Agreement to the contrary the Developer shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paragraphs on any open space/areas and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the structure of building. The Developer shall also be entitled to transfer or assign the aforesaid right to any other person and the same shall be conveyed subject to the aforesaid right.

5.8. In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to the said Land, increase in FSI /FAR, purchase of paid FSI/FAR by the Developer, purchase of TDR, additional FSI as compensation, the Developer shall be absolutely entitled to utilize such additional FSI/FAR on the said Land or part thereof either by way of construction of new wing/building or extension of any of the building/s/ phase/s on the said Land. The Purchasers have hereby given their irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new wing/building or extension of any of the

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

existing buildings and when such FSI is granted, the Developer shall be entitled to use the same on the said Land either by way of construction of new building or extension of the building or adding floor/s on the existing building, which are presently permitted or in any other part of said Land as per the discretion of the Developer. The Purchasers has hereby given their irrevocable consent therefor and the Developer shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the additional flats permitted by local/competent authority and to allot/sell them to the intending Purchasers thereof. The Purchasers shall have no objection for the said new Purchasers to be admitted as members of the said Society.

5.9. The Developer has represented to the Purchasers that the Developer intends to amalgamate the Plot A and Plot B and construct one single Project on the said Land. The Developer shall amend the plans approved under the IOD without in any manner, prejudicing the area, location and specification of the said Premises.

5.10. All consents given by the Purchasers under this Clause shall be deemed to be explicit and as required under RERA and no specific consent for the eventualities mentioned in Clause **Error! Reference source not found.** shall be required to be obtained.

6. **PROCEDURE OF HANDING OVER POSSESSION OF THE SAID PREMISES:** The Purchasers shall take possession of the said Premises within 15 (fifteen) days (hereinafter referred to as **“the Possession Notice Period”**) of the Developer giving written notice (hereinafter referred to as **“the Possession Notice”**) to the Purchasers intimating that the said Premises is ready for use and occupation and that the Occupation Certificate has been received for the said New Building.

7. **POSSESSION OF SAID FLAT AND FORCE MAJURE EVENTS**

7.1. The Developer shall give possession of the said Flat to the Purchasers on or before Possession Date in accordance with procedure mentioned in **Clause 6** hereinabove.

7.2. If the Developer fails or neglects to give possession of the said Premises to the Purchasers in terms of this Agreement or any further or other dates as agreed to by the Parties herein in writing on account of reasons not beyond its control and of its agents by the aforesaid date,

- (i) And if the Purchasers does/do not intend to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to pay to the Purchasers, simple interest as specified in the RERA Rules on all the amounts paid by the Purchasers for every month of delay, till the date of handing over of

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

the possession of the said Premises to the Purchasers , subject to a maximum of Rs.5,00,000/- (Rupees Five Lakh Only) as and by way of Delay Compensation within 120 (One Hundred and Twenty) days from the date of handing over possession of the said Premises. The period of delay shall be calculated from the Possession Date.

- (ii) And if the Purchasers intend/s to withdraw the allotment of the said Premises as agreed herein, then the Developer shall be liable to refund within 120 (One Hundred and Twenty) days from demand to the Purchasers the amount already received by the Developer in respect of the said Premises with interest at the rate as specified in the RERA Rules, from the date the Developer has received the aforesaid amount of the Total Consideration till the date the aforesaid amount alongwith interest thereon is repaid subject to a maximum of Rs.5,00,000/- (Rupees Five Lakh Only) as and by way of Exit Compensation after deducting therefrom the amount of loss that may be have to be borne by the Developer due to decrease in the saleable value of the said Premises.
  - a. The amount of loss which may be borne by the Developers due to decrease in the saleable value shall be determined as under:

For Example:

- Mr. X purchased the said Premises in the year 2020 for Rs.100/-
- the Agreement is terminated in the year 2021 and the saleable value of the said Premises, i.e. the Total Consideration mentioned in a duly executed and registered Agreement for Sale of a similar premises in the said New Building is Rs.90/-.
- Therefore, the amount of loss incurred by the Developers due to such termination is Rs.10/-

- (iii) The Purchasers hereby acknowledges and agrees that he shall choose either of the aforesaid remedies mentioned in **Clause 7.2(i)** and **Clause 7.2(ii)** and not both.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the said New Building in which the said Premises is to be situated is delayed on account of:-

- i. All force majeure events stipulated in the Act including but not limited to pandemic, war, civil commotion or act of God and/or any other event which may be declared by the concerned statutory authority as a force measure event; or
- ii. any notice, order, rules, notification of the Government and/or other public or competent authority; or
- iii. Any stay order/injunction order or direction issued by any Court of Law, Tribunal, competent authority, MCGM, statutory authority, high power

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

committee;

iv. Any other circumstances that may be deemed reasonable by the Authority.

Provided that the Purchasers shall not be entitled to terminate this Agreement on any grounds other than those mentioned in this Clause.

7.3. It is an express condition of this Agreement that if the Purchasers commit/s default in payment of any of the said amounts in accordance with the Payment Plan, the Developer shall not be liable or responsible for delay in completion the said New Building and/or in handing over possession of the said Flat or Premises to the Purchasers on the date specified herein.

**8. DELAY IN PAYMENTS BY THE PURCHASERS AND CONSEQUENCES THEREOF:**

8.1. On the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Developer under this Agreement (including their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchasers committing breach of any of the terms and conditions herein contained, without prejudice to the right of the Developer to charge Interest as mentioned in Clause 3.10 the Developer shall be entitled at their own option to terminate this Agreement and re-enter upon and resume possession of the said Premises and everything whatsoever therein. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer has given to the Purchasers 15 (fifteen) days prior notice in writing of its 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 this Agreement and the Purchasers have failed and/or defaulted in remedying such breach or breaches to the satisfaction of the Developer within the aforesaid 15 (fifteen) days after having received such notice.

8.2. Provided further that upon termination of this Agreement as aforesaid, and within 180 (one hundred and eighty)days therefrom, the Developer shall refund to the Purchasers the installments of the Total Consideration of the said Flat which may till then have been paid by the Purchasers to the Developer and after deducting from the total Amount payable an amount equivalent to the amount of loss that may be have to be borne by the Developer due to decrease in the saleable value of the said Premises [Amount of loss to be calculated as per the Illustration mentioned in Clause 7.2(ii)a, the expenses, charges, outstanding, interest, etc. from the instalments paid, upon which this Agreement shall be automatically deemed to have been revoked/cancelled/terminated. However, the Developer shall not be liable to pay to the Purchasers any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

Developer after deducting therefrom expenses, charges, outstanding interest, etc. that may have been incurred by the Developer in respect of this transaction/this Agreement,, The Developer shall not be liable to refund to the Purchasers any amounts paid in respect of and pursuant to this Agreement to any statutory authority whosoever on behalf of the Purchasers. Notwithstanding anything contained in this Clause, upon termination of this Agreement and prior to refund to the Purchasers the installments of the Total Consideration of the said Flat which may till then have been paid by the Purchasers to the Developer, the Developer shall be at liberty to dispose of and sell the said Premises to such person and at such price as the Developer may in its absolute discretion think fit to enable the Developer to refund to the Purchasers herein, the installments of the Total Consideration of the said Flat which may till then have been paid by the Purchasers to the Developer.

- 8.3. In the event the Purchasers intends to terminate this Agreement at his own will, the Purchasers shall:
- i. Serve upon the Developer a notice intimating his desire to terminate this Agreement (hereinafter referred to as “Termination Notice”);
  - ii. Subsequent to the receipt of the Termination Notice, the Developer shall within 180 (One Hundred and Eighty Days) days refund to the Purchasers the monies paid by the Purchasers to the Developer towards the Total Consideration of the said Flat after deducting therefrom the aggregate of the amount of loss that may have to be borne by the Developer due to decrease in the saleable value of the said Premises [Amount of loss to be calculated as per the Illustration mentioned in Clause 7.2(ii)a] and an amount equivalent to 10% (Ten Percent) of the Total Consideration payable in respect of the said Flat in accordance with these presents. In the event the amount to be deducted by the Developer in accordance with Clause 8.3.(ii) exceeds the amount paid by the Purchasers to the Developer till the date of service of the Termination Notice, the Developer shall be entitled to forfeit the entire Received Amount in respect of the said Flat and/or the said Premises till the date of service of the Termination Notice.
  - iii. Notwithstanding anything contained in Clauses 8.3.(i) to 8.3.(ii) hereinabove, upon termination of this Agreement and prior to refund to the Purchasers of the installments of the Total Consideration of the said Flat which may till then have been paid by the Purchasers to the Developer after carrying out the necessary deductions as per Clause 8.3.(ii), the Developer shall be at liberty to dispose of and sell the said Premises to such person and at such price as the Developer may in its absolute discretion think fit to enable the Developer to refund to the Purchasers herein, the installments of the Total Consideration of the said Flat

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

which may till then have been paid by the Purchasers to the Developer.

**9. STRUCTURAL DEFECTS AND DEFECT LIABILITY:**

9.1. If within 5 (five) years from the date of the receipt of the Occupation Certificate in respect of the said Flat or the issuance of the Possession Notice, whichever is earlier, the Purchasers brings to the notice of the Developer any defect in the said Flat or the Said New Building in which the said Flat is situated or the material used therein, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Purchasers shall be entitled to receive from the Developer a reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains etc. In the event of there being any external leakages or external defects to the said New Building being detected within the above-mentioned period of 5 (five) years, the same shall be rectified by the Developer. However, any internal repairs inside the said Flat shall be carried out by the Purchasers at their own costs.

9.2. It is clarified that the liability of the Developer under **Clause 9.1** shall not extend to:

(A) any such defects if the same have been caused by reason of the default and/or negligence of the Purchasers and/or any other purchasers in the said New Building (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developer/Utility Providers for the said New Building.

(B) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

**10. PAYMENTS BY THE PURCHASERS TOWARDS OUTGOINGS:**

10.1. The Purchasers shall, within 7 (seven) days from the date of receipt of demand from the Developer in accordance with the terms of this Agreement, pay to the Developer such sum or sums of amount or amounts, as mentioned hereunder in **Clause 10.2**, being their proportionate share of deposits to be permanently retained with different authorities and/or with the Developer and also amounts

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

towards outgoings and expenses necessary and incidental to the management and proper maintenance of the said Land and/or the said New Building including the recreational facilities including but not limited to:

I. **CHARGES/TAXES/CESS:**

- (i) Municipal Cess/charges/taxes,
- (ii) Water charges/taxes,
- (iii) Electricity charges.

II. **DEPOSITS:**

- (i) Water meter deposit,
- (ii) Electric meter deposit,
- (iii) Gas Connection deposit,
- (iv) Any other deposit.

III. **EXPENSES/OUTGOINGS:**

- (i) One year's outgoings in advance (specified hereinafter),
- (ii) Advance towards Municipal taxes, as determined by the Developer,
- (iii) Expenses relating to management and maintenance of Corporate Body/Society to be paid in advance as determined by the Developer.

IV. **ANY OTHER:**

- (i) Any other dues as herein otherwise contained as may be applicable also payable at the time of delivery/possession of the said Premises.

10.2. The Purchasers shall on or before delivery of possession of the said Premises also pay to the Developer the following amounts alongwith taxes at the rates as applicable at the time of making the said payments :

<b>I</b>	<b>Rs.67,092/-</b>	Legal, Electricity, Water & Other Service Charges.
<b>II</b>	<b>Rs.2,00,000/-</b>	Amenity Charges
<b>III</b>	<b>Rs.700/-</b>	Share money application/entrance fee of the Society.
<b>IV</b>	<b>Rs.10/- per Sq. Ft per month</b> , calculated on the RERA Carpet Area of the said Flat and area of the Balcony if any, attached to the said Flat.  (The aforesaid per Sq. Ft. rate is the current rate prevailing in the vicinity of the said	Maintenance and other charges (hereinafter referred to as " <b>the said Maintenance Deposit</b> ") for 12 (twelve) months from the date of Possession.

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

	Project. Should the said per Sq. Ft. rate change/ increase at the time of handover of possession of the said Premises, then such modified rate shall be applicable per Sq. Ft., per month and shall be payable by the Purchasers at the time of possession).	
--	--	--

The amounts so paid by the Purchasers to the Developer shall not carry any interest and the Developer shall be entitled to utilize the same for the aforesaid purposes and the balance, if any, shall be handed over to the Society of the New Buildings, as and when the same is formed. In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the New Building such deposit or money or any other charges, in addition to and over and above the charges specified in this Clause, the same shall be payable by all the purchasers of the flats in proportionate share and the Purchasers agree to pay within 7 (seven) days of demand to the Developer their share of such deposit or money.

- 10.3. The Purchasers shall be liable to pay from the date of delivery of possession of the said Premises (which date means the date of expiry of the Possession Notice Period specified in **Clause 6** hereinabove irrespective of whether the Purchasers have taken possession of the said Premises or not for any reason whatsoever), the Purchasers shall be liable to bear and pay the proportionate share (*i.e.* in proportion to the carpet area of the said Flat) of **“Outgoings”** in respect of the said Land and the New Buildings inclusive of but not limited to local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and the New Buildings. Until the Society is formed and the said Land and the New Buildings are transferred to it, the Developer shall be entitled to utilize the Maintenance Deposit (collected by the Developer from the Purchasers in accordance with Clause 10.2 hereinabove) towards such proportionate share of Outgoings as may be determined by the Developer. The Purchasers further agree/s that till the Purchasers’ share is so determined the Purchasers shall pay to the Developer such provisional monthly contributions as may be determined by the Developer towards the said outgoings after the Maintenance Deposit stands fully utilized after 1 (one) year from the date of the Purchasers having taking possession of the said Premises till the Society is

<b>DEVELOPER</b>	<b>PURCHASERS</b>		



formed and the operations and management of the New Buildings and the said Land is handed over to the Society. The Maintenance Deposit so paid by the Purchasers to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of the said Land and the New Buildings is executed in favour of the Society as aforesaid. Subject to the provisions of RERA, on such conveyance/assignment being executed, the balance of the Maintenance Deposit, if any, shall be paid by the Developer to the Society. Unless the Purchasers have deposited/paid to the Developer the said Maintenance Deposit, towards the aforesaid outgoings, the Developer shall not be bound to hand over the possession of the said Premises to the Purchasers. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills for the said Premises. The Purchasers shall be liable to pay electricity charges of individual meters separately. It is understood that the Developer shall themselves look after the maintenance of the said Land and the New Buildings from the date of completion of the New Buildings till the date of the execution of conveyance/assignment in favor of the Society and apply the said Maintenance Deposit towards expenses on this account. If it is found by the Developer that the said Maintenance Deposit are not adequate to meet the outgoings, the Developer shall have the right to demand the payment of additional deposit from the Purchasers, and the Purchasers hereby agree to meet such requisition without protest within 7 (seven) days thereof. The Developer shall during such period from the expiry of the Possession Notice Period be entitled to charge the Purchasers along with the purchasers of other premises, management fees as determined by the Developer over and above the entire outgoings which may otherwise become payable by the Purchasers to the Developer; provided however that the liability of the Purchasers to pay the management fees mentioned hereinabove shall cease on the date of the vesting of the said Land and the New Buildings in possession and management and control of the Society.

10.4. The Developer shall maintain a separate account in respect of the sums received by the Developer from the Purchasers as advance or deposit on account of share capital, outgoings etc.

**11. PAYMENT OF ADDITIONAL AMOUNTS BY THE PURCHASERS:**

11.1. The Purchasers shall further within 7 (Seven) days prior to the delivery of possession of the said Premises deposit such amounts (not exceeding Rs,3,00,000/- (Rupees Three Lakh only) as may be determined by the Developer as security for carrying out any interior work in the said Flat. The security deposit collected in accordance with this Clause shall be refunded (after deducting the

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

amounts towards damage if any caused to New Building) to the Purchasers within 60 (sixty) days from the date of the Purchasers having communicated in writing to the Developer of having completed the interior work in the said Flat. The Purchasers shall not be entitled to question either the quantum of such amounts nor claim any interest thereon or the appropriation of the same for the purposes for which they have been paid and/or deposited by the Purchasers.

11.2. The Purchasers hereby further agree/s and undertake/s to pay to the Developer on demand and/or within 7(seven) days of receipt of the said Possession Notice, such additional amount or amounts as may be determined and/or demanded by the Developer in respect of any additional facility and/or amenities, if any, as may be provided by the Developer in addition to such Amenities as provided under this Agreement.

11.3. Till the conveyance of the New Building in favour of the Society the Developer shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Purchasers as per prevailing laws, rules, regulations, notifications, bye-laws etc. at the rates prescribed by the concerned statutory authority as on the date of the payment of the same..

11.4. The Developer, after deducting from the various amounts paid by the Purchasers to the Developer as deposits (other than deposits to be retained permanently and towards expenses due in respect of the said Premises as aforesaid) and the costs, charges, and expenses referred to hereinafter in the proportion decided by the Developer, shall transfer the balance, if any, to the Society. The accounts, in this behalf shall be rendered by the Developer to the Society, and not to the Purchasers in their own capacity.

11.5. If any amounts due and payable by the Purchasers remains unpaid then the Developer at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchasers or from any amount payable to the Purchasers and adjust the account accordingly and in case still there are dues from Purchasers make demand accordingly.

11.6. So long as each purchaser of the flats in the New Buildings shall not be separately assessed, the Purchasers shall pay such proportionate part of the assessment in respect of the New Buildings as may be provisionally determined by the Developer/ Society, whose decision shall be final and binding upon the Purchasers.

**Method of Calculation of Proportionate Share:** Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the RERA carpet

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

area and balcony if any of the said Premises to the total RERA carpet area of all the other premises/units/areas/spaces in the New Building.

- 11.7. The Purchasers undertake to pay increase in direct and indirect taxes, water charges, insurance and such other levies, if any, which are imposed by the MCGM/ Local Authority and/or Government and/or Public Authority at the rates prescribed by the concerned statutory authority as on the date of the payment of the same..
- 11.8. If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the MCGM, Local authority, Government and/or any other public authority in respect of the said Premises and/or the New Buildings, the same shall be the responsibility of the all the purchasers of the flats in the New Buildings and the same shall be borne and paid by all the purchasers including the Purchasers in proportionate shares.

**12. RIGHTS OF THE DEVELOPER:**

- 12.1. The Developer shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the New Buildings and on the façade, terrace, compound wall or other part of the New Buildings. The Developer shall also be entitled to place, select, decide hoarding/board sites.
- 12.2. The Developer is entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules; The Developer shall be entitled to amalgamate the said Land or any part thereof with any other property or vice versa and upon such amalgamation, the Developer shall be entitled to alter the layout as it may deem fit. The Purchasers hereby grants their irrevocable consent for such change/modification/alteration of layout.
- 12.3. The Developer shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the Flat/s in the said building, locations of the amenities in the said New Buildings, other buildings out of the said Project and that of utilities etc, as well as to increase or decrease the total number of Flats in the said building. The Purchasers hereby grants their irrevocable consent for such change/modification/alteration of layout and/or building plans or the use of flats, or the total number of flats at the absolute discretion of the Developer, without adversely affecting design/area of the said flat agreed to be purchased by the Purchasers.
- 12.4. In case the Developer forms the said Society as agreed herein before sale or

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

disposal of some of the flats in the said building, in that case the Developer shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Purchasers or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Purchasers shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Purchasers as well as the said Society shall extend all co-operations to the Developer and the new Purchasers in this regard.

- 12.5. In the event any portion of the said Land being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Developer shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Developer deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.
- 12.6. All the common areas amenities and facilities of the New Buildings shall remain under the charge and control of the Developer till the Developer formally hands over the charge and control thereof to the Society.

**13. FORMATION OF SOCIETY AND CONVEYANCE TO THE SOCIETY:**

- 13.1. The Purchasers along with other purchasers of premises in the New Buildings shall join in forming and registering a Society (herein referred to as **“the Society”**) as may be decided by the Developer to be known by such name as the Developer may decide and which will be approved by the Registrar of Co-operative Societies and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the Society and for becoming a member, including adoption of the bye-laws of the Society and shall duly fill in, sign and return them to the Developer within 7(seven) days of the same being forwarded by the Developer to the Purchasers, so as to enable the Developer to register the organization of the Purchasers, under applicable laws, rules and regulations. No objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies as the case may be or any other competent authority.
- 13.2. After completion of the New Buildings on the said Land and after the Developer has received the purchase price of all the flats and all other amounts payable by the

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

purchasers thereof under the respective agreements, the Developer shall unless it is otherwise agreed to by and between the Parties hereto, within 12 (Twelve) months of the registration of the Society as aforesaid cause to be transferred to the Society all the rights, title and interest of the Developer in the said Land together with the New Buildings thereon by obtaining/or executing the necessary Deed of Conveyance or Deed of Assignment of the said Land and the New Buildings (or to the extent as may be permitted by the authorities) in favour of the Society and such Declaration, Deed of Conveyance or Deed of Assignment shall be in accordance with the terms and provisions of the present Agreement. At the time of registration of Deed of Conveyance or Deed of Assignment of the said Land and the New Buildings, the Purchasers shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Society on such Deed of Conveyance or Deed of Assignment or any document or instrument of transfer in respect of said Land together with the New Buildings.

- 13.3. The name of the Society shall be solely decided by the Developer. The Developer shall be entitled to and may change the name of the New Buildings once or more than once on or before obtaining Occupation Certificate for the New Buildings. However, the name of the New Buildings shall not be changed by the Co-operative Society without written consent of the Developer.
- 13.4. The Society shall admit all purchasers of Flats and premises in the said New Buildings as members, in accordance with its bye-laws.
- 13.5. The Developer may sell, transfer or assign all their rights, title and interest in the said Land (subject to the rights and interests created in favour of the Purchasers under this Agreement) including in respect of the unsold flats in the said Building but without in any manner affecting the Purchaser's rights. The Purchasers hereby irrevocably and unconditionally declare, agree, undertake, covenant, confirm and assure that it shall not raise objection to the aforesaid right of the Purchasers in any manner;
- 13.6. The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the New Buildings, if any.
- 13.7. The Developer agree and undertake with the Purchasers that upon the Purchasers paying to the Developer all the amounts due and payable under this Agreement within the time specified and the if Purchasers have not failed to perform or observe any of the covenants stipulated on their part herein contained, the Developer shall ensure admission of the Purchasers as Member/s in the Society. And the Purchasers agree and undertake to execute all such applications, forms and such other writings and documents as may be necessary under the bye-laws of the Society for admission of the Purchasers as the member/s of the Society.

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

13.8. The Developer shall not be liable to pay any maintenance or common expenses in respect of any unsold flats in the New Buildings. The Developer shall however, bear and pay proportionate assessment in respect of the unsold flats in the New Building.

14. **PURCHASERS COVENANTS:**

14.1. The Purchasers for themselves with intention to bind all persons into whomsoever hands the said Flat may come, doth/do hereby covenant with the Developer as and thereafter to the Society;

14.1.1. To maintain at their own cost the said Flat agreed to be purchased by them in the same condition, state and order in which it is delivered to them and to abide by all bye-laws, Rules and Regulations of the Government, the MCGM, Local authority and any other authority and Local Bodies, and to attend to, answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions contained in this presents.

14.1.2. To maintain the said Flat at Purchasers' own cost in good tenable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the New Buildings, staircases or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the New Buildings and the said Flat itself or any part thereof.

14.1.3. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said New Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Buildings and in case any damage is caused to the said New Buildings or to the said Flat on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach.

14.1.4. To maintain the said premises and to carry at their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions,

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

state and order in which it was delivered by the Developer to the Purchasers and shall not do or suffer to be done anything in or to the New Buildings is situated or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority. And in the event of the Purchasers committing any act in contravention of the above provision the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

14.1.5. Not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, Internal Fittings make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor make any alteration in the elevation and outside color scheme of the New Buildings in which the said Flat is situated and shall keep the portion sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Buildings in which the said Flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C., or other structural members in the said Flat without the prior written permission of the Developer and/or the Society and structure engineer. The Purchasers shall not change the façade or decorate the exterior of the said Premises or make any alterations in the elevation and outside color scheme of the said Flat. The external elevation of the New Building constructed is a work of which, rights are vested with the Developer. The Purchasers shall not alter or modify the external elevation of the New Building.

14.1.6. The Purchasers shall not affix any sign boards, name boards or display boards or advertisement nor shall fix any neon lights in or about the said Premises and/or any portion of the said Land save and except the place or spot specified by the Developer and/or the Society for affixing merely the name or the sign board of the Purchasers which will normally be near the entrance of the said premises of the Purchasers. The sign/name/display board shall be such as has been duly approved by the Developer prior to the placement thereof.

14.1.7. The Purchasers shall permit the Developer and their agents at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and shall make good, within 2 (Two) months of the Developer giving a notice, all

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

defects, decays and want of repairs of which notice in writing shall be given by the Developer to the Purchasers.

- 14.1.8. The Purchasers shall permit the Developer and their agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the New Buildings and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the New Buildings and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the New Buildings in respect whereof the Purchasers or the occupier of any other premises as the case may be shall have made default in paying their contribution of the water tax or charges and other outgoings.
- 14.1.9. To use the said Flat for residential purpose and the said Car Parking Facility for parking of their vehicle and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the New Buildings or to the Developer or occupiers of the neighboring properties nor for any illegal or immoral purpose.
- 14.1.10. Not to carry out any interior work in respect of the said Flat without any prior written consent of the Developer and in accordance with Clause **Error! Reference source not found.** hereinabove.
- 14.1.11. The Purchasers shall furnish the said Flat at their entire cost and consequences and shall also remove the debris caused by such furnishing immediately if kept collected in the compound or any part of the said Land and if the Purchasers fail/s to do so the Developer shall do so and deduct the amount of such cost from the Deposits deposited by the Purchasers with the Developer.
- 14.1.12. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said New Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 14.1.13. Not to throw dirt, rubbish, rags, or other garbage or permit the same to be thrown from the said premises in the compound or any portion of the said Land. That the dry and wet garbage shall be separated and the wet garbage generated in the said New Building shall be treated separately on

<b>DEVELOPER</b>	<b>PURCHASERS</b>		



the said Land by the residents/occupants/Purchasers of the said New Building located within the jurisdiction of MCGM.

14.1.14. To bear and pay increase in local taxes, water charges, ground rent, 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 said premises by the Purchasers viz. user for any purposes other than as stipulated herein;

14.1.15. Until the maintenance of the New Building is handed over to the Society, the Purchasers shall not to sub-let, transfer, assign or part with the Purchasers' interest or benefit in this Agreement or part with possession of the said Premises without the prior written consent/No-Objection (Developers NOC) of the Developer which may be given by the Developer solely at the Developer's discretion only on the following terms and conditions and by following the procedure laid down below:

14.1.15.1. **Conditions of Developers NOC for Sale:**

- a) The Purchasers has paid a minimum 75% of the Total Consideration mentioned in this Agreement.
- b) The Purchasers has provided in writing all the details of the third person to whom the Purchasers intends to sell the said Premises (hereinafter referred to as "**Prospective Purchaser**") and the Developer has verified the same to the satisfaction of the Developer.
- c) The Purchasers are ready and willing to pay to the Developer the Transfer Charges as may be levied by the Developer.
- d) The Prospective Purchaser is ready and willing to execute a Tri-Partite Agreement with the Purchasers and the Developer (the draft of which shall be provided by the Developer) inter-alia confirming that the Prospective Purchaser shall replace the Purchaser in this Agreement and be bound by all terms and conditions written hereunder.

14.1.15.2. **Procedure of Transfer by the Purchasers:**

- a) The Purchasers shall pay the Transfer Charges as may be levied by the Developer.
- b) Upon the Developer/s having given their written consent which may be given by the Developer subject to the conditions mentioned hereinabove in Clause 14.1.15.1, and only upon the Purchasers having paid the Transfer Charges as mentioned in Clause14.1.15.2 a) the Purchasers shall execute a Tri-Partite

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

Agreement with the Prospective Purchaser, and the Developer (the draft of which shall be provided by the Developer) inter-alia confirming that the Prospective Purchaser shall replace the Purchaser in this Agreement and be bound by all terms and conditions written hereunder.

14.1.15.3. The Developer may at its sole discretion, refuse to consent for transfer as contemplated in Clause 14.1.15.1, without according any reason and upon such refusal, the Purchasers shall not be entitled transfer the said Premises to the Prospective Purchaser. In the event that the said Premises is sold by the Purchasers without the consent/No-Objection of the Developer in accordance with Clause 14.1.15.1., the Developer shall refuse to acknowledge such transfer and/or shall not be liable to the Prospective Purchaser under this Agreement or any other document which may have been executed by the Purchasers herein with the Prospective Purchaser and this Agreement with the Purchasers shall continue to remain valid and binding on the Purchasers.

14.1.16. If the Purchasers desire to install grill/s to any of the windows in the said premises then they shall ensure that the grills are as per the design and position approved by the Developer in writing.

14.1.17. To install air conditioners of any other model or type only at a designated place such that the outlet of the Air Conditioner is directed into the designated drainage pipes.

14.1.18. The Purchasers shall not hold the MCGM liable if there is any inadequacy in the size of kitchen in the said Flat.

14.2. Till the date of receipt of possession of the said premises by the Purchasers from the Developer, the Purchasers shall not be entitled to sell and/or transfer their right, title, interest and benefits under this Agreement to any third party without obtaining No Objection Certificate from the Developer.

15. **GRANT/DEMISE/ASSIGMENT**: Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Land and/or the New Buildings and/or any part thereof. The Purchasers shall have no claim save and except of the said Premises and undivided interest in the common areas and facilities limited or otherwise all open spaces including garden, parking spaces, lobbies, staircases, terraces, recreation spaces etc. until the said Land and the said New Buildings is transferred to the Society.

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

16. **BINDING EFFECT:** Forwarding this Agreement to the Purchasers by the Developer does not create a binding obligation on the part of the Developer or the Purchasers until, firstly, the Purchasers 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 Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchasers fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipts by the Developer and/ or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall be entitled to serve a notice to the Purchasers for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchasers, the Developer shall be entitled to treat the application of the Purchasers as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever. The execution of this Agreement shall be complete only upon its execution by the Developer through is authorized signatory at the Developer' Office, or at some other place, which may be mutually agreed between the Developer and the Purchasers, in Mumbai. After the Agreement is duly executed by the Purchasers and the Developer or simultaneously with the execution the said Agreement, the same shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai. The copy of the Board Resolution authorizing the aforementioned authorized signatory of the Developer is annexed hereto as **Annexure "H"**.

17. **DELAY OR FORBEARANCE- NOT A WAIVER:** Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the rights of the Developer.

18. **NOTICES:** All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers, By Registered Post A.D./Under Certificate of Posting at their address specified below:-

viz. Flat no.2002, 20th Floor, The Baya Park, Senapati Bapat Marg, Behind Plaza Cinema, Dadar (W), Mumbai – 400028.

All communications shall be sent by the Developer to the Purchasers whose name appears first and at the address given by them which shall for all intents and purposes to consider

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

as properly served on all the Purchasers.

19. **INSURANCE BY THE DEVELOPER:** The Developer is required under the Act to have the New Buildings insured by an insurance company. The Purchasers is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Developer shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Developer will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

20. **COVENANTS IN RESPECT OF THIS AGREEMENT:**

20.1. It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the New Buildings shall equally be applicable to and enforceable against any subsequent Purchaser/Transferee of the said Premises, in case of transfer, as the said obligations go alongwith the said Premises for all intents and purposes.

20.2. This Agreement alongwith its Schedules and Annexure constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, whether written or oral, if any, between the parties in regards to the said Premises, as the case may be.

20.3. This Agreement may only be amended by written consent of the parties hereto.

20.4. If any 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 conform to RERA 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. **STAMP DUTY AND REGISTRATION CHARGES:** The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Purchasers. In the event that the Developer has taken the benefit of any statutory/government schemes, the Developer shall bear and pay the charges towards stamp duty and registration of this Agreement mandated by such schemes.

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

22. **DISPUTE RESOLUTION:** Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority at Mumbai as per the provisions of RERA and the rules and regulations made thereunder.
23. **JURISDICTION:** This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.
24. **GOVERNING LAW:** This Agreement shall always be subject to the provisions of RERA i.e. the Real Estate (Regulation and Redevelopment) Act, 2016 and the rules made there under.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(Description of “the said Land”)**

All that the piece or parcel of non-agricultural vacant land or ground, admeasuring approximately in the aggregate 6506.9 Square meters, bearing C.T.S. No. 79 (Pt) and C.T.S No.87 of Village Deonar, Taluka Kurla, situate, lying and being at Deonar Village Road, Deonar, Mumbai 400 088, in the Registration District and Sub-District of Mumbai and Mumbai Suburban, and bounded as follows, that is to say:

On or towards the East : by partly by a thirty foot wide D.P Road and partly by the property bearing C.T.S no. 444;

On or towards the West : by the property bearing C.T.S. No. 74A/1;

On or towards the North : by the property bearing C.T.S No. 74A/2; and,

On or towards the South : by partly by a sixty foot wide road and partly by the property bearing C.T.S no. 78A.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of “the said Premises”)**

**Flat bearing No.1005** comprising of **2 (Two)** Bedrooms, Hall and Kitchen admeasuring **62.33 Sq. Mt.** equivalent to **670.92 Sq. Ft.** (RERA carpet area) on the **10<sup>th</sup> (Tenth) Floor** and Car Parking Facility for **1 (One) Car** in the said New Building known as **“SUMUKHA (Wing B)”** being constructed in the project known as Tridhaatu Morya standing on the said Land more particularly described in the First Schedule hereinabove written.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement executed the day and year first hereinabove written.

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

<b>SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:</b>	<b>PHOTO</b>	<b>THUMB IMPRESSION AND SIGNATURE</b>
<b>TRIDHAATU MORYA DEVELOPERS PRIVATE LIMITED</b> , by the hand of its Authorised Signatory, <b>MRS. ANITA GAUTAM MISHRA</b>		

In the presence of: )  
 1. )  
 2. )

<b>SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASERS:</b>	<b>PHOTO</b>	<b>THUMB IMPRESSION AND SIGNATURE</b>
<b>MR. RAMESH DAMJI GALIYA</b>		
<b>MRS. MADHU RAMESH GALIYA</b>		
<b>MR. PARITOSH RAMESH GALIYA</b>		

In the presence of: )  
 1. )  
 2. )

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

**TABLE OF ANNEXURE:**

<b>ANNEXURE</b>	<b>PARTICULARS</b>
<b>A</b>	Title Certificate dated 26 <sup>th</sup> September,2022
<b>B</b>	Extract issued by the Superintendent of City Survey and Land Records
<b>C-1 (Colly)</b>	Intimation of Disapproval and Approval Letters for Amendment
<b>C-2</b>	Block Plan, Location/Layout Plan & Plan showing Open Spaces
<b>C-3</b>	Commencement Certificate
<b>C-4</b>	Part OC
<b>D</b>	RERA Certificates
<b>E</b>	Common Areas i.e. Amenities and Facilities to be provided by the Developer in the New Building And External Development Works And Internal Development Works And Internal Fittings (Amenities to be provided in the said Flat)
<b>F</b>	Typical Floor Plan (Showing the said Flat by hatched lines shown delineated)
<b>G</b>	NOC from the said Company
<b>H</b>	Board Resolution

<b>DEVELOPER</b>	<b>PURCHASERS</b>		

**RECEIPT**

**RECEIVED** from the within-named Purchasers, the amounts listed herein below being part payment of Total Consideration payable by the Purchasers in respect of the said Premises:

<b>AMOUNT PAID BY THE PURCHASERS (RS.)</b>	<b>PARTICULARS OF RECEIPT</b>
<b>Rs.19,49,291/-</b>	In favour of the Developer
<b>Rs.0/-</b>	Towards applicable TDS
<b>Rs.19,49,291/-</b>	<b>Total</b>

**WE SAY RECEIVED,**  
**TRIDHAATU MORYA DEVELOPERS PRIVATE LIMITED**

\_\_\_\_\_  
**(DEVELOPER)**

<b>DEVELOPER</b>	<b>PURCHASERS</b>		