

AGREEMENT FOR SALE

This Agreement made at.....this.....day of.....in the year Two Thousand and
.....between

M/S. ADITYA DEVELOPERS, a partnership firm registered under the Indian Partnership Act, 1932 having its office at A/101, Jeevan Mandir, Opp. Ambe Mata Temple, Factory Lane, Borivali (West), Mumbai – 400 092, hereinafter called and referred to as " THE Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners of the said firm of M/s. Aditya Developers, its survivors and survivor and the heirs, executors and administrators of last such survivor) OF THE ONE PART

And

MR./MS./M/S. _____ Adult/s, Indian Inhabitant/s of
Mumbai _____ Residing _____ at

_____ hereinafter collectively referred to as " THE ALLOTTEE " (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) OF THE OTHER PART;

RECITALS:

- i. By and under Deed of Conveyance dated 1st June, 2006 executed between Smt. Damayanti Mohan Mhatre (therein referred to as “the Vendors”) of the one part and THE EKSAR KAVITA CO-OPERATIVE HOUSING SOCIETY LTD (therein referred to as “the society”) of the other part duly registered with the office of Sub-Registrar of Assurances at Borivali vide document Registration No. Borivali No. 2 at Sr. No. BDR-5/4655/2006 dated 1-06-2006 the said Vendor sold, transferred and conveyed in favour of the Purchaser Society i.e. the confirming party herein, all her right, title and interest in respect of said Plot bearing C.T.S. No. 2096, Village Eksar Taluka Borivali, situate, lying and being at Eksar Road, Borivali (West), Mumbai – 400 092, (herein after referred to as the “said Property”) and more particularly described in the first schedule written hereunder at the valuable consideration and upon certain terms & conditions incorporated therein.
- ii. Deed of Conveyance dated 1st June, 2006 and duly registered at Sr. No. BDR-5/4655/2006 executed by Smt. Damayanti Mohan Mhatre in favour of THE EKSAR KAVITA CO-OPERATIVE HOUSING SOCIETY LTD, a society registered under Registration No. BOM/WR/HSG/(TC)/2398/1986-87, said Smt. Damayanti Mohan Mhatre conveyed and transferred all her right, title and interest in plot bearing C.T.S. No. 2096, of village Eksar, Taluka Borivli, situate at Eksar Road, Borivali (West), Mumbai – 400 092, admeasuring 341.9 sq. metres together with existing building known as “EKSAR KAVITA” with ground and 3 upper floors erected thereon on terms and conditions and for consideration stipulated therein. Hereto annexed and marked Annexure “A” (colly) are the true xerox copies of the Abstracts of Property Register Card issued by City Survey Office alongwith the Municipal Bill of taxes in respect of the structure.
- iii. Said THE EKSAR KAVITA CO-OPERATIVE HOUSING SOCIETY LTD, hereinafter referred to as “the Society”, is thus seized and possessed of the said plot together with structure erected thereon as owners. The twelve flats in the building of the society have been occupied by member shareholders of the society for residential purpose.
- iv. By and under Development Agreement dated 1.7.2010 duly registered with the office of Sub-Registrar of Assurances, Borivali at Serial No. BDR-5/5767/2010 executed by the said Society in favour of the Promoter, therein referred to as “the Developers” the said Society granted re-development rights of its property, more particularly described in the schedule hereunder written on the terms and conditions and for consideration stipulated therein.
- v. In pursuance of the said Agreement, the society has also executed an

Irrevocable General Power of Attorney dated 1.7.2010 in favour of Shri. NishitHimmatbhai Shah and Shri. HimeshHarshadrai Desai, the partners and nominees of said M/s. Aditya Developers, duly registered with the office of Sub-Registrar, Borivali, at Sr. No. BDR-5/5768/2010 interaliaauthorising them jointly and severally to do all acts and deeds enumerated therein in connection with re-development of the property of the said society by demolishing the existing structure "EKSAR KAVITA" and constructing a new building thereon in accordance with plans and specifications as approved by Brihanmumbai Municipal Corporation, hereinafter for the sake of convenience referred to as "the Municipal Corporation".

- vi. Mrs. ManibaiVithalPatil and others, the Owners of Plot of Land bearing Survey No. 57, Hissa No. 8 corresponding to C. T. S. No. 1908 situate, lying and being at Village Eksar, TalukaBorivli, within the Registration District and Sub District of Mumbai City and Suburban containing by admeasurement 387 sq. mtrs. granted Development Rights in respect of the said Plot of Land to M/s. Vijay Nagar Corporation on the terms and conditions and for the Consideration agreed upon by and between them;
- vii. The said Plot of Land is adjacent to the Society property and the Boundry of Northern side is Common between the Two Plots, the Promoter herein negotiated with said M/S. Vijay Nagar Corporation for Assignment of all their Right, title and interest including Development Rights, acquired by them from the said Owners;
- viii. By and under a Deed of Assignment dated 1st September, 2010 duly Registered with the Office of Sub Registrar of Assurances at Borivli Mumbai at Serial No. BDR – 6 – 7496 – 2010, The Promoter herein acquired all the right, title and interest of said M/s. Vijay Nagar Corporation in respect of of Plot of Land bearing Survey No. 57, Hissa No. 8 corresponding to C. T. S. No. 1908 situate, lying and being at Village Eksar, TalukaBorivli and more particularly described in the Secondly in the First Schedule hereunder written;
- ix. By an Order of Amalgamation dated _____ , the Seller herein amalgamated both the plot more particularly described in the First and Second Schedule hereunder written and submitted the Plans for Redevelopment of both the Plots jointly, both the property, more particularly described in the First and the Second Schedule hereunder written are for the sake of brevity collectively referred to as "the said Property" and/or "the Society Property";
- x. As stipulated in the Development Agreement, the Promoter have entered into possession of the said property and on existing members vacating the respective flats in their occupation as agreed upon, the Promoter have

demolished the existing building known as “EKSAR KAVITA” consisting of Ground + three upper floors with a view to construct new building thereon in accordance with sanctioned plans.

- xi. The Promoter have submitted to BMC plans for construction of new building consisting wing A & B of stilt plus Seven upper floors by utilising the entire FSI available on the plot plus FSI available by way of transfer of Development Right (TDR) and the Municipal Corporation has approved and sanctioned the said plan by issuing IOD bearing reference no. CHE/A-4918/BP(WS)/AR. Hereto annexed and marked Annexure B is a true copy of the sanctioned plan alongwith IOD issued as certified by Promoter’ Architect
- xii. After issue of Commencement Certificate by the Municipal Corporation bearing reference no. CHE/A-4918/BP(WS)/AR dated 10TH April, 2013, the true xerox copy whereof is annexed at Annexure “C”, the Promoter have commenced construction of the new building to be constructed on the property in accordance with approved plans by Municipal Corporation.
- xiii. Currently the commencement certificate of the building and the sanction of the MCGM is available till the __ floors for total FSI of _____. The Promoter propose to get sanction of the MCGM for the layout plan attached in the Annexure ____ attached herewith and the proposed utilisation of the FSI on the said property is ___ sq mts by making __ buildings of __ wings having ___ basements/ ___ podiums and _____ Slits and ___ upper floors . This proposed FSI is expected to be available on the sanction of the new / Amended DC rules / Schemes which are expected to be notified by the Local Authority.
- xiv. The sale component of the building both presently sanctioned and the proposed as mentioned hereinabove has been mortgaged with the _____ Bank Limited and a copy of the Loan sanction letter of the said loan is attached herewith in the annexure _____. The Promoter has entered into the mortgage agreement registered with the sub registrar _____ Mumbai vide no _____ dated _____.
- xv. The said property has illegal encroachment of ___ sq mts as per the plan attached herewith in the annexure ___.
- xvi. The Promoters have secured the permission for the Local / statutory authorities as mentioned in the table A below and the permissions referred in the table B below shall be received by the Promoters in due time so as to obtain the Occupancy Certificate or Building Completion Certificate.

Table A

Table B

- xvii. As stipulated in the Development Agreement dated 1.7.2010, Promoter are required to accommodate the existing 12 members of the society by allotting self-contained flats in the new building and 50% of the total parking spaces available. The Promoters have allotted to the members of the society the following units in the building to be constructed on the said property. The promoters have also given to the society the parking spaces no __, __, __, __.

Tenants name	Unit allotted	Alternateaccommodation agreement date

- xviii. It is further provided in the said Agreement, that the Promoters will be entitled to deal with and dispose of the balance flats and parking spaces available on its own account to the prospective Allottees on such terms and conditions as may be negotiated and agreed upon by and between the Promoters and the Allottees and receive the consideration that may be payable in that behalf.
- xix. As per the sanctioned plan, total number of flats to be constructed in the building is _____ and the total number of parking spaces available is _____. After allotting ____ flats to the existing members, the number of flats which the Promoter are entitled to sell on its own account is _____ alongwith _____ parking spaces.
- xx. The Promoters have entered into standard agreement with the Architect Mr.

Mr. Vilas Bagulhaving registered registration number _____ and RCC Consultant Mr. Mr. R. D. Magdum having registered registration number _____ for preparation of structural designs and drawings of the plans for the new building to be constructed on the property and have agreed and accepted the supervision of the said professionals during the course of construction of the said building till the completion of the entire project in all aspects.

- xxi. The Promoters have registered the development project on the said property with the Maharashtra Real estate Regulatory Authority under the registration number _____ dated _____. The proposed Specification of the project in respect of the units proposed to be purchased by the Allottee have been mentioned in the annexure __ attached herewith.
- xxii. A copy of the Title Certificate issued by SHAH & ASSOCIATES, advocates in respect of the said property is hereto annexed and marked as Annexure "D"
- xxiii. The Allottee/s has/have demanded from the Promoters and the Promoters accordingly have given inspection to the Allottee/s of all the Documents of Title relating to the said Property and Orders passed by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976; the plans, designs and specifications prepared by the Architects and all other such documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the said Act') and the Rules made thereunder and all other provisions of the statute;
- xxiv. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- xxv. The Promoters have also annexed hereto the copies of following documents:
- | Description of the Document | Annexure |
|--|----------|
| 1. Property card; | A |
| 2. I. O. D. | B |
| 3. Commencement Certificate dated | C |
| 4. Certificate of the title of the said plot issued by Advocates of the Promoters; | D |
| 5. Typical Floor plan; | E |
- xxvi. The Allottee/s applied to the Promoter for allotment of Flat / Shop / Office no. _____ on _____ floor being one out of the total number of flats which the Promoter is entitled to sell, deal with and dispose off in the said new building "EKSAR KAVITA" being constructed on the said property, more particularly described in the second schedule hereunder written. The carpet area of the

said unit is ___ sq. mts carpet.

"carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit.

- xxvii. The Promoters are entering into similar separate agreements with the several other persons and parties for the sale of flats / Shops / Offices / car parking spaces etc. in the said buildings.
- xxviii. Under Section 13(1) of the Act, the Promoter is required to execute a Written Agreement for Sale of the said Flat to the Allottee/s being in fact these presents;

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

- 1) The Promoters shall construct the said building/s consisting of _____ basement and ground/stilt, / _____ podiums, and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. ___ additional floor shall be constructed subject to the approvals from the concerned local authority.

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

- a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat _____ / _____ Office/ Shop No. _____ of the type _____ of _____ carpet area measuring _____ sq. meter on _____ floor in the building _____ / wing _____ (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures __ and __ for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Premises including the

proportionate price of the common areas and facilities and parking spaces should be shown separately).

- b) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos __, __, situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. _____/-.
- c) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos __, __, situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. _____/-.
- d) The total aggregate consideration amount for the Premises including garages/covered parking spaces is thus Rs. _____/-.
- e) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) in the following manner:-
- i) Amount of Rs _____/- (_____) (not exceeding __% of the total consideration) to be paid to the Promoter after the execution of Agreement
 - ii) Amount of Rs _____./- (_____) (not exceeding __% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Premises is located.
 - iii) Amount of Rs _____/- (_____) (not exceeding __% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.
 - iv) Amount of Rs _____./- (_____) (not exceeding __% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Premises.
 - v) Amount of Rs _____./- (_____) (not exceeding __% of the total consideration) to be

paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Premises.

- vi) Amount of Rs _____/-
(_____.)(not exceeding __% of the total consideration) to be paid to the Promoter on completion _____ of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located _____
- vii) Amount of Rs _____./-
(_____.)(not exceeding __% of the total consideration) to be paid to the Promoter on completion _____ of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located.
- viii) Balance Amount _____ of Rs _____./-
(_____.) against at the time of handing over of the possession of the Premises to the Allottee or after receipt of occupancy certificate or completion certificate.

- f) All the payments in respect of the amounts mentioned above shall be paid in the name of "M/s Aditya Developers _____ Bank Account no _____"
- g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Good and Services Tax and Cessor any others similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Premises.
- h) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- i) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- j) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust these payments in any manner.

Note: Each of the installments mentioned in the subclause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.

- 2) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Allottee and the common area to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (e) herein above. ("Payment Plan").

3) The Promoter hereby declares that the Floor Space Index available on date _____ in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing _____ various schemes mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4) a) If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Further the period of delay shall be subject to extension on account of covenants specified in the clause 6 below. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

b) Without prejudice to the right of promoter to charge interest in terms of subclause 4(a) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing two defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of

such notice period, promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of 10% of the received amount as liquidated damages by Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Allottee to the Promoter.

- 5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Premises as a set out in Annexure '___', annexed hereto.
- 6) The Promoter shall give possession of the Premises to the Allottee on or before _____ day of _____ 20___. If the Promoter fails or neglects to give possession of the Premises to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Premises with interest at the same rate as may be mentioned in clause 4(a) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of—

- i) reasons beyond the control of the Promoters
- ii) war, civil commotion or act of God
- iii) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property or
- iv) any notice, order, rules, notification of the Government and/or other public or competent authority; or
- v) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- vi) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the

project/premises/road or completion certificate from appropriate authority / BMC; or delay or default in payment of dues by the purchaser under these presents

7) PROCEDURE FOR TAKING POSSESSION

(a)

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Premises, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

(b) The Allottee shall take possession of the Premises within 15 days of the written notice from the promoter to the Allottee intimating that the said Premises are ready for use and occupancy.

(c) Failure of Allottee to take Possession of Premises: Upon receiving a written intimation from the Promoter as per clause 7(a), the Allottee shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7(a) such Allottee shall continue to be liable to pay maintenance charges as applicable.

(d) If within a period of five years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The said

rectification / compensation shall be payable provided the Allottee has complied with all its duties mentioned herein.

8) The Allottee shall use the Premises/Premises or any part thereof for permit the same to be used _____ only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9) On being put in possession of the Premises agreed to be sold, the Purchaser/s will make necessary application to and EKSAR KAVITA CO-OPERATIVE HOUSING SOCIETY LTD for being admitted to the membership of the Society and pay to the said Society such amount as may be required for issue of five fully paid up shares in his favour by the said society. On being admitted to the membership of the society, the Purchaser/s agrees and undertakes to abide by rules, bye-laws and regulations as framed by the society and pay maintenance and other outgoings payable in respect of the Premises occupied by him.

10) Reimbursement of Expenses

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. _____ for share money, application entrance fee of the Society.

(ii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society.

(iii) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society.

(iv) Rs _____ For Deposit towards Water, Electric, and other utility and services connection charges &

(v) Rs. _____ for deposit of electrical receiving and Sub Station provided in Layout

11) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

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

ii. The Promoter has lawful rights and requisite approvals from the

competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii.

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

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

v. All approvals, licenses and permits issued by the competent authorities with

respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi.

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with

respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms

that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

ix. At the time of handover of the structure to the association of

Allottees the Promoters shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x.

The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of receipt of Occupation certificate;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

12) DUTIES OF ALLOTTEE

The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Premises may come, hereby covenants with the Promoter as follows:-

i.

To maintain the Premises at the Allottee's own cost in good and tenable repair and condition from the date of possession of the Premises and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself for any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Premises is situated, including entrances of the building in which the Premises is

situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv.

NottodemolishorcausetobedemolishedthePremisesoranypartthereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Premises is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, Plaster or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Nottodoorpermittobedoneanyactorthingswhichmayrendervoidor voidable any insurance of the project land and the building in which the Premises is situated or any part thereof for which by any increased premium shall become payable in respect of the insurance.

vi.

Nottothrowdirt,rubbish,rags,garbageorotherrefuseorpermitthesameto bethrownfromthesaidPremises inthecompound orany portionofthe projectlandandthebuildinginwhichthePremisesissituated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

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

xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or

any part thereof to view and examine the state and condition thereof.

13) The Promoters shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Allottee shall have no claims save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until possession is given to all the Allottee by the promoters.

15) PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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

16) BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar and when intimated by the Promoter. If the Allottee(s) fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and after deduction of 10% of the amount received.

17) ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/building, as the case may be.

18) RIGHT TO AMEND

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

19) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

20) SEVERABILITY

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

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

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

22) FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such

instruments and takes such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23) PLACE OF EXECUTION

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

24) REGISTRATION OF AGREEMENT

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

25) ADDRESS FOR COMMUNICATION

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

Name of Allottee _____

(Allottee's Address) _____

Notified Email ID: _____

M/s Promoter name _____

(Promoter Address) _____

Notified Email ID: _____

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

26) JOINT ALLOTTEES

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

27) STAMP DUTY AND REGISTRATION

The charge towards stamp duty and Registration of this Agreement shall be borne by the allottee.

28) DISPUTE RESOLUTION

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

29) GOVERNING LAW

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

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY: All that piece and parcel of land situate lying and being at Village Borivli, Taluka Borivli in the Registration District of Mumbai Suburban District, Plot bearing Survey No. 1, Hissa No.4-95 corresponding to CTS No. 2096 of Village Eksar, Taluka Borivali, admeasuring 341.9 sq. metres

Shree Ram Nagar, Eksar Road, Borivali (West), Mumbai – 400 092 in the Registration District and Sub District of Mumbai City and Suburban and more particularly shown in the plan attached as Annexure A hereto.

SECONDLY All that piece and parcel of land situate lying and being at Village Borivli, TalukaBorivli in the Registration District of Mumbai Suburban District, Plot bearing Survey No. 57, Hissa No. 8 corresponding to CTS No. 1908 of Village Eksar, TalukaBorivali, admeasuring 387 sq. metres Shree Ram Nagar, Eksar Road, Borivali (West), Mumbai – 400 092 in the Registration District and Sub District of Mumbai City and Suburban and more particularly shown in the plan attached as Annexure A hereto.

SECONDSCHEDULEABOVEREFERREDTO

Premises bearing flat/ office / shop / godown no. _____ on _____ floor more particularly shown and demarcated within red pencil hatched lines on the floor plan thereof annexed hereto and marked as “Annexure “E” which is as per the sanctioned building plans. The carpet areaarea is ____ sqmtr.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED by the)
thewithinamed“**PROMOTERS**”)
M/S. ADITYA DEVELOPERS,)
A partnership firm, through its partner)
SHRI. HIMESH HARSHADRAI DESAI)
1.)
2.)
in the presence of)

L h t		
	<u>Signature</u>	<u>Photo</u>

SIGNED,SEALED AND DELIVERED)
by the withinnamed "ALLOTTEE/S")
1) MR. _____)
2) MR. _____)
1.)
2.)
in the presence of)

L h t		
	<u>Signature</u>	<u>Photo</u>

L h t		
	<u>Signature</u>	<u>Photo</u>

Eksar KAvita CHS

List of Amenities

A) General Amenities:

1. R.C.C. loft on Bathroom & W.C. and Geyser in Bathrooms
2. Good quality Wash Basin.
3. Marble door frames as per floor matching & Fiber Door in Bathrooms
& W.C
4. Concealed Plumbing with good quality fittings Of Jaquar.
5. Full Height Glazed Tiles in Bathrooms & W.C.
6. Granamite/ Parcelano/ Marbogranite Flooring & skirting in all Rooms,
Kitchen etc.
7. Granite Kitchen Platform with Stainless Steel work Sink with drier
place.
8. Colored Tiles Dado in Kitchen up to Beam level above Platform.
9. Exhaust Fan in Kitchen & W.C.
10. Powder Coated / Enodized Window Frames, Tinted Glass with Granite /
Marble Seal, Steel-Frames Along with One Shutter Mosquito Steel Net in All Window.
11. Concealed wiring of wire from Meter to Door, ELCB. & Good
Quality Switches of Anchor.
12. One Fan in Living Room & Tube Light in All Room.
13. All Door Frames will be of Tick wood.

14. Main Panel Door with Quality Fitting Safety Lock.
15. Internal Flush Door with Fancy Fitting.
16. Full Interior Velvet Painted Walls Finished with P.O.P.(in Four Corner)
False Ceiling in Living Room & P.O.P. Molding / Cornish in Bed
Rooms.

B) Extra Amenities:

1. Provisions for Refrigerator & Washing Machines & Floor Mill Points.
2. T.V, Telephone & A.C. Points in Living Room & Master Bed Room
3. Intercom Facility with Instrument, Flat to Flat / Security Cabin.
4. Attractive Entrance Foyer Granamite Flooring with grills & beautiful
surrounding
5. One Elevator [Capacity of 6 Persons] .
6. Box Grill in All Windows with Cloth Drying Bars
7. Post Boxes at Ground Floor.
8. Identical Name Plates for Entrance & Main Door with Electric Door
Bell and door light.
- 9.Cable Wire Connection.