

**WITHOUT PREJUDICE**

**AGREEMENT FOR SALE**

THIS AGREEMENT made at Mumbai this \_\_\_\_ day of \_\_\_\_\_ in the Year Two Thousand and \_\_\_\_\_ BETWEEN

**M/S. SIROYA DEVELOPERS PVT. LTD.** (PAN No. AAACS7975D), a Company incorporated under the Companies Act, 1956, bearing registration No: U65990MH1982PTC027196 dated May 22, 1982, having its registered office at 808, Raheja Chambers, Nariman Point, Mumbai 400 021, through its Authorized Signatory, **Mr. Kishor K. Velani** (AADHAR No. 739155253833) hereinafter called "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) **OF THE ONE PART**;

AND

**Mr.** \_\_\_\_\_ **and Mrs.** \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter jointly and severally (as the case may be) referred to as "**THE FLAT PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual or individuals, such individual and or individuals his/her/their respective heirs, executors and administrators, in case of a firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs,

executors and administrators of the last of such survivors or survivor of them, in the case of a company or a body corporate, its successors and permitted assigns, in case of a Hindu undivided family, the karta and the members for the time being and from time to time of the Hindu undivided family, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor of them; and in case of trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last of such survivors or survivor of them) **OF THE OTHER PART:**

**WHEREAS:**

- (A) The Maharashtra Housing Board (Board), a Board constituted and established under the Bombay Housing Board Act, 1948, is the owner of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No.14 part and CTS No.54 part admeasuring about 574.98 sq. mtrs. situated at Sahakar Nagar – I, Shell Colony, Chembur, and Mumbai – 71 in Village Chembur, Taluka Kurla.
- (B) The Board under the Housing scheme formulated by the Government of India, constructed a building being building No.27 (hereinafter referred to as the "**Building No.27**") on the land being the land bearing Survey No.14 part and CTS No.54 part admeasuring about 574.98 sq. mtrs. situated at Sahakar Nagar – I, Shell Colony, Chembur, Mumbai – 400 071 in Village Chembur, Taluka Kurla and more particularly described in the First Schedule hereunder written (hereinafter the Land and the Building No. 27 are jointly referred to as the "**Property**") for housing industrial workers.
- (C) The Board, however, stood dissolved by operation of enactment of the statute being the Maharashtra Housing and Area Development Act, 1976 (MHADA), and was taken over by MHADA Authority.
- (D) Pursuant to the persistent demand by the occupants i.e. industrial workers that the tenements constructed for them under the Housing Scheme should be sold to them, the Government of India through the Government of Maharashtra, inter-alia directed that the Building No. 27 built by the Board be offered for sale on "as is and where is condition" to the authorized and unauthorized occupants of such tenements after the occupants have formed a Co-operative Housing society.
- (E) Accordingly, the allottees/ occupants of the tenements in the Building No. 27 formed a co-operative housing society called "The Purna Aishwarya Co-operative Housing Society Ltd" under the provisions of the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as the "**Society**").
- (F) By an Indenture of Lease dated 28<sup>th</sup> February, 1997 duly registered with the Sub-Registrar of Assurances, Mumbai under Serial No. 2681/96/8061 and 8062 entered into by and between the MHADA on the one hand and the Society on the other hand, MHADA demised the land in favour of the Society for a term of 99 years commencing from 1<sup>st</sup> April 1980, subject to lease rent as stipulated therein and on such terms and conditions as are more particularly set out in the Indenture of Lease.
- (G) By a Sale Deed dated 28<sup>th</sup> February, 1997 duly registered with the Sub-Registrar of Assurances, Mumbai under Serial No. PBDR-3/459/1997 and 460/1997 executed by and between the MHADA on the one hand and the Society on the other hand, MHADA, conveyed, granted, transferred and assured unto the Society by way of sale, Building No.27 on the terms and conditions more particularly set out therein.

- (H) In view of the above, the Society became the Lessee of the Land and the owner of the Building No.27.
- (I) The Society comprises of 12 members.
- (J) At a Special General Body meeting of the Society held on 2<sup>nd</sup> August 2009, the members unanimously resolved to demolish Building No. 27 in view of the condition of the building and to construct a new building on the land. However, since neither the Society nor the Members had the finance nor the expertise to carry out such work, it was further decided that the task to carry out such demolition and constructing flats for the Members should be entrusted to professional developers, who could carry out the development work free of costs for the Members of the Society and construct for the Members new flats free of costs and in return for the same, the Developers would be granted the right to bring and utilize TDR/FSI and sell the "Residential Flat" not earmarked for the Members and appropriate the sale proceeds thereof.
- (K) Pursuant to the above, the members of the Society scrutinized the proposals received by the Managing Committee on behalf of the Society in the Special General Meeting held on 20<sup>th</sup> December, 2009 and accepted the offer dated 5<sup>th</sup> October, 2009 of the Developers herein.
- (L) By a Re-Development Agreement dated 30<sup>th</sup> December, 2009 duly registered with the Sub Registrar of Assurances at Kurla under Serial No.BDR-13/788/2010, executed by and between the Society on the one hand and the Developers on the other hand, the Society did thereby grant re-development rights of the Property to the Developers at or for a consideration and on the terms and conditions set out therein.
- (M) Pursuant to aforesaid Re-development Agreement, a General Power of Attorney dated 30<sup>th</sup> December, 2009, duly registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-13/789/2010 was executed by the Society thereby nominating, constituting and appointing Mr. Shrenik D. Siroya and Mr. Kishor K. Velani, the Director and Authorized Signatory of the Developers, as its true and lawful Attorneys for the purposes of carrying out the development work.
- (N) The revenue records in respect of the Land show the name of the Society as the Lessees of the Land. A copy of the revenue records is annexed hereto as ANNEXURE "I".
- (O) The Developers have, pursuant to the Re-Development Agreement and the General Power of Attorney both dated 30<sup>th</sup> December, 2009, obtained the No Objection certificate dated 2<sup>nd</sup> May, 2011 from MHADA to develop the Property. The Developers had, thereafter, also got approved from the Municipal Corporation of Greater Mumbai (MCGM) the plans, specifications, elevations, sections and details of the proposed building to be constructed on the Property.
- (P) In the mean while, the Government of Maharashtra by its Notification dated 6<sup>th</sup> January, 2012, bearing No. MH/MR/South-346/2011-13, amended certain provisions of the Development Control Regulations of Greater Mumbai, 1991(DCR), in respects of building activity and developmental work in the areas falling under the jurisdiction of the Municipal Corporation of Greater Mumbai ("MCGM") and the areas covered by balconies, flower beds, niches, refuge area, ornamental projections, etc., which were earlier excluded from the computation of FSI, were thereby, included in the computation

of FSI. However, in order to compensate for this loss of "useable areas", the Notification allowed builders/developers to avail compensatory FSI known as "Fungible Compensatory FSI" ("Fungible FSI") by paying a certain premium to MCGM.

- (Q) Pursuant to the aforesaid Notification, the Developers proposed to avail the Fungible FSI by paying the premium to MCGM and thereafter, to submit new plans in accordance with the amended DCR.
- (R) By a Supplemental Agreement dated 7<sup>th</sup> December, 2012 duly registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-1/11454/2012 entered into by and between the Society on the one hand and the Developers on the other hand, it was agreed by the parties thereto that the Developers would be entitled to avail the Fungible FSI by paying premium to MCGM at its own costs and shall submit new plans in accordance with the amended DCR to the concerned local authority for approval. Accordingly, the Developers have, after paying the necessary premium to MCGM, availed of the Fungible FSI which Fungible FSI the Developers are now entitled to utilize in the redevelopment of the property.
- (S) The Developers have, pursuant to the aforesaid, got approved from the concerned local authority, the new plans, specifications, elevations, sections and details of the building in accordance with the amended DCR.
- (T) The Developers herein have also obtained IOD dated 11<sup>th</sup> June, 2014, bearing No. CE/6594/BPES/AM from the MCGM in respect of the proposed development of the Property. A copy of the IOD dated 11<sup>th</sup> June, 2014, bearing No. CE/6594/BPES/AM is annexed hereto as ANNEXURE "II".
- (U) The Developers have also obtained the Commencement Certificate 5<sup>th</sup> September, 2014, bearing No. CE/6594/BPES/AM/W (C.C) from the MCGM. A copy of the C.C dated 5<sup>th</sup> September, 2014, bearing No. CE/6594/BPES/AM/W is annexed hereto as ANNEXURE "III".
- (V) The Promoter shall, after obtaining the vacant and peaceful possession of the Property from the Society and after obtaining the commencement certificate (C.C) from the concerned authority, demolished the Building No. 27 of the Society standing on the Land and commenced the construction of the new building known as "Siroya Apollo" (hereinafter referred to as the "**Building**") consisting of stilt plus fifteen (15) floors pursuant to and in accordance with the sanctioned new Plans, Approval of the appropriate authority, IOD dated 11<sup>th</sup> June, 2014, bearing No. CE/6594/BPES/AM and the Commencement Certificate was also obtained by the Promoter herein;
- (W) Pursuant thereto, the Commencement Certificate (C.C) dated 5<sup>th</sup> September, 2014 bearing No. CE/6594/BPES/AM/W was issued by the MCGM which was last updated on 20<sup>th</sup> December 2014. A copy of the updated C.C dated 5<sup>th</sup> September, 2014 bearing No. CE/6594/BPES/AM/W is annexed hereto as ANNEXURE "III";
- (X) While sanctioning the new plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the Property and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the Building shall be granted by the concerned local authority.

- (Y) The Developers have appointed Mr. Sundeep R. Amrutkar as their Architect and have also appointed Mr. Vinayak K. Chopdekar their Structural Engineer for the preparation of structural designs and drawings of the building and the Developers accept the professional supervision of the Architect and Structural Engineer till the completion of the building.
- (Z) Pursuant thereto, the Promoter has commenced construction of the new building and completed up to 10 floors of the Building;
- A. By and under a Construction Agreement dated December 16, 2016 (the "**Construction Agreement**"), the Promoter (therein referred to as the Developer of the One Part) and Yug Realty Private Limited (therein referred to as YRPL of the Other Part), the Promoter *inter-alia* granted construction rights in favour of YRPL to enable YRPL to construct the balance structure, being the balance five slabs and other finishing work in terms approvals procured by the Promoter ("**Balance Structure**"), pending construction in terms of the sanctioned plans in respect of the redevelopment project being the present Project being undertaken by the promoter under the Re-Development Agreement read with the General Power of Attorney, both dated December 30, 2009, read with the Supplemental Agreement dated December 7, 2012;
- B. Clause 5 of the Construction Agreement provided that in consideration of YRPL constructing the Balance Structure in the Project Property, the Promoter shall pay YRPL as remuneration, the right to absolutely sell certain flats more particularly described in Schedule IV (the "**Lien Flats**") annexed to the Construction Agreement in such a manner that YRPL will be solely entitled to sell and appropriate the sale proceeds of the Lien Flats;
- C. Further, Clause 8 of the Construction Agreement provides that the Promoter undertakes to hand over the Lien Flats to YRPL so as to enable YRPL to sell or dispose the same in lieu of its remuneration for completion of the Balance Structure in the Project and for the same, the Promoter will sign all such deeds and documents as are required to enable YRPL to obtain loan or finance for undertaking the construction for the Balance Structure and further clause 13 of the Construction Agreement provided that the Promoter and YRPL shall be working on a principle to principle basis and not as a joint venture;
- D. Pursuant to the Construction Agreement, the funding/ loan of Rs. 7, 00, 00, 000 (Rupees Seven Crores only) together with interest at the rate of 3.20% p.a. below DHFL's RPLR (Present RPLR is 18.20%) i.e. Current effective rate is 15.00% p.a. and costs, charges and expenses thereon on the terms and conditions as specified therein was sanctioned and approved in favour of YRPL by the lender DHFL under the loan agreement dated February 13, 2017 ("**Loan Agreement**") read with the sanction letter in favour of YRPL dated January 18, 2017 ("**Sanction Letter**");
- E. In terms of the Construction Agreement and the Loan Agreement, the Promoter has mortgaged the development rights and unsold units being the Lien Flats in the Project and more particularly described in Schedule I read with Annexure I and Schedule II read with Annexure II to the deed of simple mortgage dated February 15, 2017 (the "**Mortgage Deed**") executed between YRPL (therein referred to as the Borrower), Promoter (therein referred to as the mortgagor) and DHFL (therein referred to as the mortgagee) for securing the loan given to YRPL, which Mortgage Deed was registered on February 16, 2017 before Sub-Registrar Kurla-5, bearing registration number KRL-5/1607/ 2017;

- F. Further, for repayment of the loan under the Loan Agreement an escrow agreement dated February 13, 2017 ("**Escrow Agreement**") was executed between YRPL (therein referred to as borrowers), DHFL (therein referred to as the lender) and Axis Bank (therein referred to as escrow agent) under which arrangement, the borrower i.e. YRPL is required to open an escrow account where all receivables in respect of the Project/ Lien Flats shall be deposited by the Promoter and YRPL in the escrow and the proceeds of the escrow account shall be exclusively charged to DHFL *i.e.* the lender;
- G. The Loan Agreement provides that the allotment letters issued by the borrower or the agreement/sale deeds with the prospective purchasers which may be executed by the Promoter/ YRPL shall provide a clause that DHFL is the lender and has created a charge over the Lien Flats in terms of the Mortgage Deed and the final transfer of such flats shall be subject to payment of the entire sale consideration and other amounts to the lender through the specified project escrow account;
- H. A copy of the Title Certificate dated 8<sup>th</sup> October, 2011 issued by Mr. Abhishek K. Parekh, Advocate and copies of the location plan, new plans of the Flat agreed to be purchased by the Flat Purchaser/s and approved by the concerned local authority and specifications have been annexed hereto as ANNEXURE "**IV**", ANNEXURE "**V**", and ANNEXURE "**VI**" respectively;
- I. The Purchaser has demanded from the Developer and the Developer has given full, free and complete inspection to the Purchaser of all the documents relating to the Property, including the sanctioned plans, various NOC's, LOI, IOA, amended plans, CC, property card, title certificate, plans and designs and specifications of the Flat prepared by the Developer's Architect and of such other documents as are specified under the Real Estate (Regulation And Development) Act, 2016 ("**RERA**"), the rules made there under or any amendments from time to time and the Flat Purchasers have satisfied themselves about the same;
- J. The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Land in full or in part(s), as may be required by the applicable law from time to time which inter alia, includes construction of buildings in consonance with proposed lay-out in progressive manner on the Plot/Part of the said property presently reserved for buildable/non-buildable reservations, open space due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, which are applicable to the development of the Land/Property/Project inter alia in consonance with revised Development Control Regulations and Development Plan 2034;
- K. The Flat Purchasers hereby agree to purchase and the Promoter hereby have agreed to sell to the Flat number being Flat No.\_\_\_\_, A composite flat, admeasuring \_\_\_\_ square feet i.e. \_\_\_\_ square meters (carpet area), on the \_\_\_\_ floor of the building being constructed and to be known as "Siroya Apollo" (hereinafter referred to as the "**Building**") on the Property (hereinafter referred to as the "**Flat**"). The Promoter has also agreed to allot to the Flat Purchaser/s \_\_\_\_ car parking space in the stilt/ open compound/ basement of the Building (the "**Car Parking Space**"). The Flat and the Car Parking Space are hereinafter collectively referred as the "**Premises**" (Being constructed in the First/Second phase shown surrounded by Red Colour Boundary line (hatched in red) on the concerned floor plan, on the property, the floor plan is annexed and marked as ANNEXURE "**VII**" and as more particularly described in the second schedule hereunder

written;

- L. The carpet area of the Flat is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Flat Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Flat Purchaser/ Allottee, but includes the area covered by the internal partition walls of the Flat.
- M. 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, the Promoter/ Promoters have agreed to sell to the Allottee/s and the Allottee/s agrees/agree to purchase the Flat at the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and on the terms and conditions hereinafter appearing;
- N. Prior to the execution of this Agreement, the Allottee /s has/have paid to the Promoters the total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in respect of the Flat (the payment and receipt whereof the Promoters do hereby admit and acknowledge);

The PAN Numbers of the parties hereto are as follows: -

NAME OF THE PARTY PAN NUMBER:

**M/S SIROYA DEVELOPERS PVT. LTD** : (PAN No. AAACS7975D):- Promoters

Allottee/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- O. Pursuant to the Construction Agreement and the Loan Agreement, the Promoter shall procure from the sanctioning authority the approvals in the nature of IOD and commencement certificate to construct the balance construction work within a period of seven months from the date of the issuance Commencement Certificate for the Balance Structure or seven months from the date hereof, whichever is later and shall handover the possession of the Flat on or before December 31, 2020;
- P. The Promoter is in process of applying for registration of the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and accordingly said registration number is awaited;
- Q. Under section 13 of the Act, the Promoter is required to execute a written Agreement for sale of Flat with the Flat Purchasers/ Allottee, being in fact these presents and also to register this Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Flat Purchasers/ Allottee hereby agrees to purchase the Flat.

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

1. The recitals contained above and the annexures and schedules herein shall form an integral part of the operative clauses of these presents.
2. (a) The Promoters shall construct a new building known as "**Siroya Apollo**" on the Land consisting of stilt plus fifteen (15) floors pursuant to and in accordance with the sanctioned new Plans, Approval of the appropriate authority, IOD dated 11<sup>th</sup> June, 2014, and Commencement Certificate (hereinafter referred to as the "**Building**") as are particularly described in the Schedule hereunder written (hereinafter referred to as the "Building") in accordance with the plan sanctioned and which may be sanctioned from time to time and same have been inspected and approved by the Allottee/s. However, it is hereby specifically agreed that the Promoters shall have to obtain prior consent in writing from the Allottee/s in respect of such variations or modifications which may materially and adversely affect the Flat agreed to be purchased by the Allottee/s and save and except, that no further consent of the Allottee/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the Building to be constructed on the Property or any alteration or addition required by any Government authorities or due to change in law.
  - 2(a) (i) The Allottee/s hereby agrees/agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s the Flat No. Flat No.\_\_\_\_\_, admeasuring \_\_\_\_\_ square feet i.e. \_\_\_\_\_ square meters (Carpet Area), on the \_\_\_\_\_ floor of the Building known as "**Siroya Apollo**" (hereinafter referred to as the "**Building**") as shown surrounded by Red Colour Boundary line (hatched in red) on the concerned floor plan, the floor plan is annexed and marked as Annexure (hereinafter for brevity's sake referred to as the "**Flat**") at or for the lump sum price of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ Only) 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 set out in Annexure "**VIII**" hereto.
  - 2(a) (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee \_\_\_\_\_ car parking space in the stilt and /or basement/ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- 2(b) The total aggregate consideration amount for the Flat Including garages/covered parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- 2(c) The Allottee has paid the entire Consideration on or before execution of this Agreement [a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration / \_\_\_\_\_% before the commencement of the RERA, 2016) 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. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) On Completion of Plinth;
  - ii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) On Completion of 2nd Slab;



- iii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of 4th Slab;
- iv. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of 6th Slab;
- v. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of 8th slab;
- vi. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of 10th slab;
- vii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion Of 12th slab;
- viii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of 14th slab;
- ix. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of 16th slab;
- x. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of flooring;
- xi. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Only) On Completion of Sanitary Work;
- xii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
 \_\_\_\_\_ Within 15 (fifteen) days from the date of  
 Intimation by the Promoters to the Allotte/s that the said Flat is ready for Possession,  
 Which is/shall be payable by the Allotte/s to the Promoters by way of Pay Order /  
 Demand Draft only to be made favour **“SIROYA DEVELOPERS PVT. LTD”**

2(d) The total Price above excludes taxes and so Allottee/s shall be liable to make the payment of the Service Tax/GST, Vat Tax, or such other taxes as may be applicable in respect of the said Flat and to these presents and accordingly the Allottee/s shall be solely and absolutely liable to make the payment of same and other charges incidental thereof without holding the Promoters in any manner responsible for the same at the time of registration of these presents or thereafter. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes such as Sales Tax, Vat Tax etc., the same shall be payable by the Allottee/s to the Promoters forthwith on demand and the Promoters shall not be responsible for the same. The Allottee/s shall at all-time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law and further the Allottee/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee/s.

2(e) 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.

- 2(f) The Promoters shall send to the Allottee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or installments of the purchase price from the Allottee/s as and when the same falls due as per Clause 2(c), 2(d) and 2(e) above. Such installments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoters that the Allottee/s shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. In respect of the payment of each amount under these presents or installments paid by the Allottee/s, the Promoters will pass separate receipt. *The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence of the contract.* Without prejudice to other rights specified herein Promoter shall be entitle to and the Allottee agrees and shall be liable to pay to the Promoter, interest as specified in the Rule *i.e.* Marginal cost of Fund of SBI plus 2% PA, 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. However, in case of default of more than two times or in termination on account of the breaches on the part of the Allottee, as the case may be, as provided in this Agreement, the Promoter shall be entitled to charge a and the Allottee shall without protest and/or demur pay to the Promoter, liquidated sum/ damages at the rate of twenty percent (20%) of the total consideration amount to be paid by the Allottee to the Promoter under this Agreement and the Allottee agrees that the sum is a genuine pre-estimate of the loss that the Promoter shall be liable to bear on account of the breaches on the part of the Allottee (the "**Liquidated Damages**").
- 2(g) The Flat Purchaser/s has already deducted tax at the rate of one (1%) percent of the Sale Consideration in terms of the provisions of Section 194-IA of the Income Tax Act, 1961 and deposited the same with the Income tax authority within the prescribed period and shall provide to the Promoter the TDS Certificate in Form 26QB within a period of seven days from the date of deposit.
- 3.(a) If the Allottee/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the Flat then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the Flat to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoters only *i.e.* in favour of "**Escrow Account No [\_\_\_\_\_]**" and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising there

from and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment /default in payment shall be followed.

- 3(b) Without prejudice to the right of promoter to charge interest in terms of sub clause 2 (f) above, on the Allottee/s committing three defaults i.e. On receipt of demand letter as mentioned above followed by 2 (Two) reminders for payment of amounts under these presents and /or installments (including as mentioned in Clause 2 and his/her proportionate share of taxes levied by concerned local authority and other outgoings), 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, promoter shall be entitled to terminate this Agreement. However upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such Termination or any other amount which may be payable to Promoter ;
- 3(c) The Promoter shall upon such terminations, shall be entitled to sell, transfer and assign the Flat and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee/s. However if Allottee had sought loan from any financial institutions/banks etc., against the security of the Flat after prior consent/approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire mortgage debt outstanding and to obtain necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above (paid by him/her/them to the Promoters towards the consideration amount) with the Promoter towards the Flat and to that extent, so as to clear the mortgage debt.
4. The Allottee agrees with Promoter that he/ she/ they shall not sell/ dispose of the Flat till the date of Possession without written consent of the Promoter whereas Promoter agrees to give consent within 10 (ten working days) from the receipt of such request.
5. 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 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 which shall be payable within forty-five days with annual interest at the rate

specified in the Rules, from the date such deficit exist. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

6. 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 his payments in any manner.
7. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat on or before December 31, 2020 to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
8. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and hand over the Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be on or before December 31, 2020. 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 2 (c) , 2(d) and 2 (e) herein above. ("Payment Plan").
9. Furthermore, the Allottee/s undertakes/undertake and declares/declare and grants/grant his/her/their irrevocable consent for the said name mentioned above and accordingly agrees/agree to vote in favour of the said name in the resolution to be passed in the General Body Meeting of the Society. The Allottee/s shall also not alter the name of the scheme or the name of the Building/s in which the Flat of the Allottee/s is/are situated. The Building/s shall hereafter be permanently known as "Siroya Apollo".
10. The Promoter hereby declares that the FSI as on date in respect of the Property is 1830.73 Sq. mtr. Only and Promoter plans to utilize F.S.I of 1140.85 Sq. mtrs. Further the Allottee/s of the Flat/ Flat shall be entitled only to F.S.I. consumed in construction of the Flat purchased by him/her/them in the Building/s. As per the Re-Development Agreement dated 30<sup>th</sup> December, 2009, the Promoter and the Society has agreed between themselves that if there is any increase in the available Floor Space Index from the present available Floor Space Index in respect of the Property till the Building is handed over to the Society, the same shall equally belong to the Promoters and the Society;
11. It is hereby expressly agreed that, the Promoters shall be entitled to sell the premises in the Building for residential purpose only.
12. The fixtures, fittings and amenities to be provided by the Promoter in the Building and the Flat as are set out in Annexure 'IX', annexed hereto.
13. The earlier agreement for sale registered prior to RERA provided that the Promoter shall give the possession of the Flat/ Flat to the Allottee/ Flat Purchaser/s within forty (40) months from the date of issuance of the Commencement Certificate after obtaining the Occupation Certificate in respect of the Building. However, on account of changes in the rules and regulations governing the construction as also payment of additional charges and premiums to MCGM and MHADA the project is delayed, which delay is beyond the

control of the Promoter. But, the allottees were duly informed of the delay by the Promoter. The Promoter shall handover the possession of the Flat on or before December 31, 2020. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Flat with interest at the same rate as may mentioned in the clause 2(f) herein being interest as specified in the Rule *i.e.* Marginal cost of Fund of SBI plus 2% PA, on the amounts received by the Promoter till date from the Allottee under the terms of this Agreement upto the date possession of the Flat is handed over to the Allottee(s). Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of Building in which the Flat is to be situated is delayed on account of :-

- 13.1. war, civil commotion or act of God ;
- 13.2. any notice, order, rule, notification of the Government and/or
- 13.3. Other public or competent authority/court.
- 13.4. Non-availability of steel, cement, other building materials, water, electric supply, or any other act beyond the control of the Promoter, etc.
14. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee/s in terms of this Agreement, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in as specified in the Rule *i.e.* Marginal cost of Funding of SBI plus 2% PA, on all the amounts paid by the Allottee, for delay till the handing over of the possession.
15. Procedure for taking Possession:
  - 15.1. The Promoter, upon obtaining the occupancy/ occupation certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee/s The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter to the Society without any protest. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
  - 15.2. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promotor to the Allottee intimating that the Flat are ready for use and occupancy:
  - 15.3. Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 15.1, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 15.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 15.4. If within a period of five years from the date of obtaining the Occupation Certificate, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the Building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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. However, the Allottee in any event shall not drill external walls to install grills/AC units.
- 15.5. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking vehicle.
- 15.6. The Promoters shall be entitled to sell the Flat and/or any other premises/spaces in the said Building/s for any use, subject to the permission of the concerned authority, if any required and the Allottee/s, subject to above, hereby gives/give his/her/their consent to any use thereof by the Promoters. It is hereby expressly agreed that the Promoters shall be entitled to sell the Flat and/or any other premises/spaces in the said Building/s for the purpose of residential use or any other use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the Flat to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Flat and/or any other premises/spaces in the Building/s for the aforesaid purposes, by the respective Allottee/s thereof. The Allottee/s shall not change the user of the Flat without the prior written permission of the Promoters and the concerned local authorities.
- 15.7. The Allottee along with other Allottee/(s) of flats in the Building shall become members of the Society for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary member of the Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to inform the Society to register the Allottee as its members.
- 15.8. Until the Building is handed over to the Society as mentioned in the Re-Development Agreement, the Promoter shall control the management of the Building, realization of outgoings and the disbursements of the payments to be made and the Allottee along with other allottee/s and/or the Society shall not have any objection in respect thereof.
- 15.9. On the vesting of the management and the administration of the said Building/s in the Society as mentioned above, the Society shall take over complete responsibility for the management of the Property including the Building and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal/Nagarparishad Taxes, Water charges, Electricity, salaries of the employees charged with the duties for the maintenance of the Property and the Building.
- 15.10. As from the date of offer for delivery of the possession of the said premises, the Allottee/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies including the Society and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in

proportion to the carpet area of the Flat) to the Promoter outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Building/s until the time the Promoter has handed over the entire charge to the Society as provided in this Agreement *i.e.* the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee/s share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution as may be decided by the promoter as on date of Possession date. (Here in after referred to as Maintenance charges). The Allottee shall on or before delivery of possession of the Flat pay to the Promoter, the following amounts:-

15.10.1. Rs. \_\_\_\_\_/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

15.10.2. Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

15.10.3. The Allottee shall pay Rs. \_\_\_\_\_/- to Promoter as reimbursable cost which is paid by the Promoter on behalf of Allottee.

15.10.4. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being the Stamp Duty payable on this Agreement.

15.10.5. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards the Registration Charges of this Agreement.

15.10.6. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) has to be paid by the Flat Purchaser to the Developer towards GST in favour of "**SIROYA DEVELOPERS PRIVATE LIMITED**".

15.10.7. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards deposit for Maintenance charges of one year.

16. Representations and Warranties of the Promoter.

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

16.2. The Promoter

16.2.1. 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;

16.2.2. There are no encumbrances upon the project land or the Project except the Lien Flats which are mortgaged in favour of DHFL.

- 16.2.3. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and the 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 Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- 16.2.4. 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;
- 16.2.5. 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 Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- 16.2.6. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- 16.2.7. 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 Project to the competent Authorities subject to terms and conditions mentioned herein;
- 16.2.8. 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.
17. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows:-
- 17.1. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- 17.2. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.



- 17.3. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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.
- 17.4. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 17.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. The Allottee has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Society / MHADA / Promoters to the Property, and redevelopment of the Allottee/s more particularly described in the Schedule hereunder written, and has/have accepted the Certificate of Title issued by Mr. Abhishek K. Parekh dated 8<sup>th</sup> October 2011, which is annexed herewith and which has been perused by the Allottee/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter.
- 17.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- 17.7. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- 17.8. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- 17.9. 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 Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 17.10. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and

other public bodies. The Allottee shall also observe and perform all the stipulations and conditions lay down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 17.11. Till the charge is handed over to the Society of the Property on which the building in which Flat is situated is executed in favour of Apex Body or Federation, 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.
- 17.12. The Allottee hereby agrees and confirms that not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in the passage or on the inner or outer wall of the building/s or Wing/s. The Promoters/Society shall be entitled to remove such things without any notice, if anything is found in breach of this provision;
- 17.13. The Allottee in any event shall not drill external walls to install grills/AC units.
- 17.14. The Allottee hereby agrees and confirms that the Promoters shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis, as the Promoters may deem fit and the Promoters shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. as the Promoter deems fit.
18. The Promoter 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 Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. However, in terms of the Construction Agreement and Loan Agreement certain payments shall be paid to the Lender, DHFL and the same shall be paid to the Lender in terms of the applicable provisions of RERA and its Rules applicable to the State of Maharashtra.
19. It is hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said Flat. However, if there is insufficient support of the electric power by the electric power company the Promoters shall not be held responsible for the same and complained of deficiency of the service. The Allottee/s are fully aware that the said property and the said layout and other area in the vicinity as per prevailing condition and ground reality do face problem of shortage and shortfall of water supply and also electric supply and load shedding. The Promoters at no point of time will be called upon to make any minimum supply of water and power and the same would be available as made and provided by the authorities.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces

recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body transferred to the Apex Body /Federation as hereinbefore mentioned.

20.1. The Promoter shall not Mortgage or create a charge save and except the charge created in favour of the Lien Flats in favour of the Lender/ DHFL, after the Promoter executes this Agreement. If the Promoter shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

## 21. Binding Effect

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

## 22. Entire Agreement

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

## 23. Right to Amend.

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

## 24. Provisions of this Agreement Applicable to Allottee / Subsequent Allottees

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

## 25. Severability

25.1. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as

reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

26. Method of Calculation of Proportionate Share Wherever Referred to in the Agreement

26.1. 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 [Flat] to the total carpet area of all the [Flats] in the Project.

27. Further Assurances

27.1. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and same shall be subject to terms and conditions mentioned herein.

28. Place of Execution

28.1. 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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the Agreement shall be registered at the office of the Sub-Registrar.

29. The Allottee and/or Promoter shall present this Agreement 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.

30. 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: M/S SIROYA DEVELOPERS PVT. LTD

(Promoter Address): 808, Raheja Chambers, Nariman Point, Mumbai 400 021

Email ID : admin@siroyagroup.com

31. 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.

32. Joint Allottees

- 32.1. 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 to consider as properly served on all the Allottees.
33. Stamp Duty and Registration
- 33.1. The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
34. Dispute Resolution
- 34.1. Any dispute between parties shall be settled amicably. In case of failure to settled 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.
35. Governing Law
- 35.1. 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 competent courts of Mumbai jurisdiction for this Agreement.

**FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece and parcel of land with a building being building No. 27 standing thereon bearing S.No.14 (part) and CTS No. 54 (part) admeasuring about 574.98 sq.mtrs. situated at Sahakar Nagar – I, Shell Colony, Chembur, Mumbai – 71 in Village Chembur, TalukaKurla in the Registration District and Sub-District of Bandra (East) and Mumbai Suburban District and bounded as follows:

On or towards the North: Godrej Central  
On or towards the South: Hastinapur CHS  
On or towards the East: by Building No.29  
On or towards the West: Internal Layout Road 9.15M wide

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(Description of the Premises)*

Flat being flat no. “ \_\_\_\_\_ ” on the “ \_\_\_\_\_ ” **floor** admeasuring about \_\_\_\_\_ sq. ft. (*carpet area*), in the building known as “ \_\_\_\_\_ ” to be constructed on all that piece and parcel of land with a building being building No. 27 standing thereon bearing S. No.14 (part) and CTS No. 54 (part) admeasuring about \_\_\_\_\_ sq. mtrs. situated at Sahakar Nagar – I, Shell Colony, Chembur, Mumbai – 400 071, in Village Chembur, Taluka Kurla in the Registration District and Sub-District of Bandra (East) and Mumbai Suburban District.

PAN No. of Allotte/s: \_\_\_\_\_

PAN No. of Allotte/s: \_\_\_\_\_

**[Execution sheet is on the next page]**

[Execution sheet]

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

**SIGNED AND DELIVERD** )  
By the withinnamed **Developer**

**MR. KISHOR K. VELANI** )

**SIROYA DEVELOPERS PVT. LTD** )

In the presence of: )

1. )

2. )

**SIGNED AND DELIVERED** )

By the within named **Flat Purchasers /Allottee(s)** )

\_\_\_\_\_ )

\_\_\_\_\_ )

In presence of: )

1. )

2. )

**RECEIPT**

RECEIVED with thanks from \_\_\_\_\_ and  
\_\_\_\_\_ a sum of **Rs.** \_\_\_\_\_ /- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) Booking Amount against the Booking/  
Allotment of Apartment No. “\_\_\_\_\_” of the building namely “**SIROYA APOLLO**” on the  
“\_\_\_\_\_” Floor.

WITNESS:

- 1.
- 2.

WE SAY RECEIVED,  
**FOR SIROYA DEVELOPERS PVT. LTD**

(MR. KISHOR K. VELANI)



**AGREEMENT FOR SALE**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**BETWEEN**

**Siroya Developers Private Limited  
The Developer**

**And**

**The Purchaser**

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**Agreement for Sale**