

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai on this ____ day of _____ 20____ **BETWEEN M/s. SUMIT WOODS PVT. LTD.**, a Private Limited Company duly incorporated and registered under the provisions of Companies Act, 1956 having its Registered Office at B-1101, Express Zone, W. E. Highway, Diagonally Opp. to Oberoi Mall, Malad (East), Mumbai-400 097, hereinafter called “**THE SELLERS**” (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./MRS./MS./MESSERS _____

of Mumbai, Indian Inhabitant/s having his/her/their/its address _____

hereinafter referred to as “**THE PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of an individual/s his / her / their/ respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm or Limited Liability Partnership, the partners from time to time constituting the firm and their respective survivors and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in the case of a company or a body corporate its successors in title and their permitted assigns and which term shall for the sake of brevity include references to one or to more than one Purchaser) of the **Other Part**.

WHEREAS :

- (a) The Government of Maharashtra with a view to control the mushrooming of new Slums in and around the City of Greater Mumbai and to improve the living conditions of existing Slum Dwellers by providing them neat and clean environment and basic essential amenities enacted the Maharashtra Slum (Improvement, Clearance and Redevelopment) Act, 1971 and with a view to have planned growth of the city, revised Building Bye-Laws and Development Control Rules and published the same under the title 'Development Control Regulations for Greater Mumbai 1991' and as specifically provided under regulations 33 (10) for the Development of censused Slums in APPENDIX-IV.
- (b) For effective implementation of the Slum Rehabilitation Scheme the Maharashtra Government has introduced amendments / modifications to D.C.R No. 33 (10) APPENDIX -IV of the sanctioned Development Control Regulations Act, 1991 and by providing Additional Guide Lines to the Municipal Corporation for Greater Mumbai being the Town Planning Authority for the City of Greater Mumbai with the aim of providing well ventilated self-contained tenements free of cost to each eligible Slum Dweller as defined in the said modifications bearing Ref. No. DCR / 1095 / 1209 / CR-273 / 95 UD-II dated 27th August 1996 & 3rd May 1997 (Hereinafter referred to as 'THE SAID NOTIFICATIONS') i.e. each eligible family Unit of notified Slum whose names and structures have photo pass and / or appear in Voters list prepared with reference to 1st January 1995 or the date prior thereto and such inhabitants stay at present in that structure and have documentary evidence prior to 01-01-1995.
- (c) TATYA TOPE NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, is the Owner as such seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of land partly bearing C.T.S. No. 1, 1/1 to 130 admeasuring 3511.50 Sq. Mtrs. or thereabouts of Village : Pahadi Eksar, and partly bearing C.T.S. No. 862, 862/1 to 28 admeasuring 980.20 Sq. Mtrs. or thereabouts of Village : Pahadi Goregaon, Taluka Borivali in Mumbai Suburban District situated at Aarey Road, Goregaon (West), Mumbai-400 062, total admeasuring 4491.70 Sq. Mtrs. or thereabouts and more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as "**THE SAID PROPERTY**").
- (d) The said Property is declared and notified as 'SLUMS' vide Notifications dated 30th June, 1978 and 6th October, 1987 issued under the provisions of Maharashtra Slum Area (Improvement, Clearance & Redevelopment) Act, 1971 (for short 'THE SAID

ACT') by the Government of Maharashtra in the Official Gazettes within the meaning of the said Act and upon which the members of TATYA TOPE NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Regd. No. BOM / WP / HSG (TC) / 1028 of 1984-85 having its Registered Office at Mukund Chawl, Marwadi Compound, Aarey Road, Goregaon (West), Mumbai-400 062 (for short 'THE SAID SOCIETY') have their huts / structures which are in use, occupation and possession of the members of the said Society.

- (e) Since the said Society did not possess requisite manpower and finance, the said Society in its General Body meeting held on 12th August, 2001 agreed to grant development rights of the said property to URJA HOLDINGS PVT. LTD. (for short 'THE SAID URJA'), a company duly incorporated and registered under the provisions of Companies Act, 1956 having its Office at K-1, Vrushali Shilp Co-operative Housing Society Limited, Chikuwadi, Shimpoli, Borivali (West), Mumbai-400 092, and have accordingly by an AGREEMENT FOR DEVELOPMENT dated 6th August, 2002 read with DEED OF CONFIRMATION dated 3rd December, 2003 granted the Development rights to the said URJA, which is duly registered with the Sub-Registrar of Assurances under reference No. BDR2-08952 of 2003. The said Society has also executed and delivered a POWER OF ATTORNEY dated 15th October, 2003 in favour of the nominees of the said URJA, duly registered with the Sub-Registrar of Assurances under reference No. BDR2-8953 of 2003.
- (f) Under the said Slum Rehabilitation Scheme the said URJA have entered into individual Agreements with the concerned / eligible members and have agreed to allot self-contained tenement free of cost admeasuring 269 Sq. Ft. Carpet area irrespective of the area occupied by them by demolishing their existing huts / structures and constructing at site thereof Building/s in RCC framework as per the plans and specifications to be drawn by the Architects and to be got approved by the Slum Rehabilitation Authority (for short 'SRA'), by appointing the said URJA as the Developer and to avail the FSI and all other permissible additional FSI with which the Developer is entitled to construct surplus / additional tenements in excess of what is required to rehabilitate the existing eligible members of the said Society and which can be sold by the Developers on Ownership basis to the members of the public as per their choice and discretion and on terms as they may deem fit and proper and also to retain the sale proceeds thereof.
- (g) By an **AGREEMENT FOR JOINT VENTURE** dated **31st March, 2008**, the said URJA i.e. **URJA HOLDINGS PVT. LTD.** have entered into Joint Venture with **SUMIT**

WOODS PVT. LTD. for the development of the said property by way of construction of the new Building/s on the said property in accordance with the Slum Rehabilitation Scheme approved by SRA and also for sale of the constructed area by way of Shops / Offices / Flats / Units / Parking spaces etc. out of the sale components in the open market to the prospective Buyers, on terms and conditions as recorded therein, which is duly registered under Serial No. BDR-6-02838-2008 with the Sub-Registrar of Assurances at Borivali on 31st March, 2008.

- (h) Under the aforesaid Joint Venture Agreement, it has also been agreed that **SUMIT WOODS PVT. LTD.** (for short the 'SAID SUMIT') i.e. the Sellers herein shall provide 32% of the constructed area in the free sale components to the said URJA and the remaining 68% of the constructed area shall remain with the said SUMIT. Along with this other benefits such as TDR to be generated from the project, Basement Car Parking spaces etc., to be also be divided 32% and 68% between URJA and SUMIT respectively.
- (i) For the obligation undertaken by the Developer under the hereinbefore recited Agreement to provide self-contained tenements of 269 Sq. Ft. Carpet area to the eligible Slum Dwellers, free of costs by demolishing the existing huts / structure and constructing on site thereof multi-storied Buildings in R.C.C. frame structure as per the plans and specifications drawn by the Architects and to be approved by the Slum Rehabilitation Authority, the said Society have irrevocably appointed the said URJA to avail the benefits of additional F.S.I., outside T.D.R. granted by the Government of Maharashtra under the hereinbefore recited Notifications and the said URJA is entitled to construct and avail of surplus / additional tenements in excess of what is required to rehabilitate the existing eligible members of the said Society and which the Sellers are entitled to sell to the members of the public on Ownership basis at consideration and on such terms as the Sellers may deem fit and proper without being accountable to the said Society.
- (j) In pursuance of the Scheme submitted by the said Society through the said URJA to the Slum Rehabilitation Authority, the Scheme of the said Society has been duly approved by the Slum Rehabilitation Authority under **LETTER OF INTENT** bearing No. SRA / ENG / 789 / PS / PL / LOI dated 9th December, 2003 as amended from time to time. The Slum Rehabilitation Authority has also sanctioned the Building Plans for the construction of the Composite Building/s (Consisting of Rehab and Sale component) and have issued INTIMATION OF APPROVAL under Sub-Regulation 2.3 of APPENDIX-IV of the Development Control Regulations No. 33 (10) on 28th

April, 2004 which has been duly revalidated from time to time and has issued COMMENCEMENT CERTIFICATE on 12th February, 2008.

- (k) In pursuance of the aforesaid Joint Venture Agreement, the said URJA has also executed a substituted Power of Attorney in favour of the nominees of the Sellers on or about 18th March, 2008. In pursuance of the said Joint Venture Agreement, the Sellers are entitled to 68% of the constructed area and the proportionate benefits attached to the said property and the said URJA is entitled to the 32% of the constructed area and the proportionate benefits thereto, thus the Sellers are entitled to construct and to sell the constructed area as set out therein.
- (l) The said Sellers have already appointed **M/S. RASIK P. HINGOO ASSOCIATES**, as the Architects for the preparation of the structural designs and drawings of the said Composite Building/s (Consisting of Rehab and Sale component) and R.C.C. Consultant **SHRI. KAIVANT C. SHAH** and accept their professional services during the course of the construction of the New Building/s and for effectual implementation of the 'SLUM REHABILITATION SCHEME' on the said property, more particularly described in the FIRST SCHEDULE hereunder written, till the completion of the entire project in all respect.
- (m) By virtue of the above said Agreement and the said approvals, the Sellers herein alone have the sole and exclusive right and are entitled to sell the 68% of the constructed area of the Sale Component in the Composite Building/s (Consisting of Rehab and Sale component) and the benefits attached thereto by way of Shops / Offices / Flats / Units / Basement Parking's / Podium Parking's / Stilt Parking's / Open Space Parking's (For Short "**THE PREMISES**") in the Composite Building/s to be constructed by the Sellers on the said property and to enter into Agreements with the Purchaser/s of the premises and to receive the sale proceeds thereof.
- (n) The Sellers have already commenced the construction of the said Composite Building/s (Consisting of Rehab and Sale component) on the said property more particularly described in the FIRST SCHEDULE hereunder written in accordance with LETTER OF INTENT, the plans sanctioned by the Slum Rehabilitation Authority and / or further approvals and / or necessary amendments as may be required subject to the necessary compliance of conditions and the directions which may be issued by the said Authorities from time to time. The Sellers have completed Wing B and C of the said Building/s known as SUMIT SAMARTH ARCADE and have obtained Occupation Certificate of the same.

- (o) The Purchaser/s has / have demanded from the Sellers and the Sellers have accordingly given inspection to the Purchaser/s of all the documents of title relating to the said property, the permissions and approvals granted by the Slum Rehabilitation Authority / MCGM, the said Agreements, the plans, designs and specifications prepared by the Seller's Architects and all other documents . Also, the list of Shops / Offices / Flats / Units / Commercial Premises etc. earmarked for the Sellers in the free sale component of the said Composite Building/s, meant for open sale to the prospective Purchaser/s as per the aforesaid approved SRA Scheme.
- (p) There is a suit pending in the High Court at Judicature Bombay against the Society i.e. Taty Tope Nagar Co-Op. Housing Society. However there is no order which is affecting the project in any manner whatsoever.
- (q) A copy of the **TITLE CERTIFICATE** issued by **V. B. CHATURVEDI & CO.**, Advocates, in respect of the said property, Copies of the extract/s of Property Registered Cards in respect of the said property issued by the concerned Authorities have been annexed and marked hereto as **ANNEXURE-‘A’** and **ANNEXURE-‘B’** respectively.
- (r) The Sellers have got approved from the Slum Rehabilitation Authority the Plans, specifications, elevations, sections and details of the said Composite Building/s and the **LETTER OF INTENT** bearing No. SRA / ENG / 789 / PS / PL / LOI dated 9th December, 2003, revised on 18th September, 2007 which has been further revised on 1st April, 2009, as revised from time to time and a copy of the revised LOI dated 1st April, 2009 is annexed and marked as **ANNEXURE-‘C’** hereto.
- (s) The Slum Rehabilitation Authority has also granted INTIMATION OF APPROVAL, under Sub regulation 2.3 of APPENDIX-IV of D.C.R. No. 33 (10) dated 28.04.2004 for Brihanmumbai viz. **INTIMATION OF APPROVAL** bearing No. SRA / ENG / 1108 / PS / PL / AP dated 28th April, 2004, revised on 18th December, 2007 which has been further revised on 7th May, 2009, as amended from time to time and have also issued **COMMENCEMENT CERTIFICATE** bearing No. SRA / ENG / 1108 / PS / PL / AP dated 12th February, 2008 with further endorsements for the construction of the Composite Building/s (Consisting of Rehab and Sale component) of the said project. The copies of the said INTIMATION OF APPROVAL dated 7th May, 2009 and the said COMMENCEMENT CERTIFICATE dated 12th February, 2008 are annexed and marked hereto as **ANNEXURE-‘D’** & **ANNEXURE-‘E’** respectively.

- (t) While sanctioning the said plans the concerned local authority and / or Government/the said S.R.A. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Sellers while developing the said property and / or carrying out construction of the said Building/s and upon due observance and performance of which only the completion and OCCUPATION CERTIFICATE in respect of the said Building/s shall be granted by the concerned local authority. The said project has been now agreed to be developed as “SUMIT SAMARTH ARCADE”.
- (u) The Sellers have completed Wing B and C of the said Building/s known as SUMIT SAMARTH ARCADE and have obtained Occupation Certificate of the same.
- (v) The Sellers have accordingly commenced the construction of the said Wing A of Building/s in accordance with the said approved plans. Please mention the litigations
- (w) The Purchaser/s has / have approached and made application to the Sellers for allotment of premises to the Purchaser/s in the Building/s being constructed on the said property, which is more particularly shown in the Floor plan annexed hereto.
- (x) The Sellers have registered Wing A under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Regulatory Authority at _____ no. _____, the authenticated copy of which is annexed hereto as Annexure-
- (y) Under Section 13 of the said Real Estate (Regulation and Development) Act, 2016, the Owner / Developer is required to execute a written Agreement for Sale in respect of the said Apartment being in fact these presents, which requires to be registered under the Registration Act, 1908.
- (z) The parties are desirous of recording the mutually agreed and accepted terms and conditions on which the Owner/ Developer has agreed to allot the said Flat (with / without the right to use Car Parking Space), to the Purchaser in the manner hereinafter appearing.

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

1. The recitals herein shall form an integral and operative part of this Agreement as if the same were set out and incorporated herein.

2. The Sellers have commenced the construction of Wing A of SUMIT SAMARTH ARCADE on the said Property situated at Taty Tope Nagar, Aarey Road, Goregoan (West), Mumbai-400 062 in the Registration District of Mumbai Suburban and more particularly described in the FIRST SCHEDULE hereunder written, in accordance with the sanctioned plans, designs, specifications approved by the Slum Rehabilitation Authority as amended from time to time, which have been kept at the Building site for inspection and have been seen and approved by the Purchaser/s and it is agreed that the Sellers shall be entitled to make such variations and modifications in the said Building plans as may be required to be done by the SRA / MCGM and / or any other authority concerned and / or the Sellers themselves.

3. The Sellers have completed Wing B and C of the said Building/s known as SUMIT SAMARTH ARCADE and have obtained Occupation Certificate of the same.

4. The Purchaser/s have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents and Agreements and also all the documents referred to herein and subject to the terms and conditions that may be imposed by the SRA / MCGM and other Authorities concerned and also subject to the Sellers right to make the necessary amendments, modifications and / or changes in the Building plans or the materials and other specifications.

5. The Purchaser/s have been given inspection of all the documents recited herein and also the documents referred to herein and all other papers and documents relating to the said property. The Purchaser/s hereby accept/s and irrevocably grant/s to the Sellers, right to modify the terms and conditions and agree/s to abide by, observe and perform the same so far as they are applicable to the said premises and the said Building/s.

6. The Purchaser/s hereby declares that before execution of this Agreement, the Sellers have made full and complete disclosure and the Purchaser/s have taken full, free & complete inspection of particulars and disclosure and have satisfied of the followings :-

- (a) Nature of Sellers, said Society's title to the said property described in the FIRST SCHEDULE hereunder written and all encumbrances, if any, thereto, along with all relevant documents.
- (b) All plans and specifications duly approved and sanctioned by the Slum Rehabilitation Authority / MCGM under D. C. Regulation No. 33 (10) of the

Development Control Regulations of Greater Bombay, 1991 as amended from time to time.

- (c) Nature and particulars of specifications and amenities to be provided in the Building/s to be constructed on the said property and more particularly described in FOURTH SCHEDULE hereunder written.
- (d) All particulars of design and materials to be used in construction of the Building/s on the said property.
- (e) The nature of organization of persons to be constituted and to which the title is to be passed being the CO-OPERATIVE HOUSING SOCIETY governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules there under as per the approval of the Slum Rehabilitation Scheme.
- (f) The various amounts that are to be paid interalia towards the revenue Assessment, Betterment Charges, Development Charges, Municipal and other Taxes, Municipal Deposits and Water and Electricity Charges, including Water Deposits and Electricity Deposits as are for the time being in force.
- (g) The particulars of the amounts to be Deposited with the Slum Rehabilitation Authorities.
- (h) The various terms and conditions imposed by the Slum Rehabilitation Authority as mentioned in the said Letter of Intent.

7. The Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents, the said Letter of Intent and all the disclosures made by the Sellers, the Purchaser/s with full knowledge thereof have entered into this Agreement.

8. The Purchaser/s have, prior to the execution of this Agreement, taken inspection of the documents in respect of the rights / title of the Sellers / Owners to the said property described in the FIRST SCHEDULE hereunder written and is / are fully satisfied about the right / title of the Sellers / Owners to the said land hereditaments and premises and the Purchaser/s hereby accepts and shall always be deemed to have accepted the title of the said Sellers / Owners and the rights of the Sellers / Owners herein to the said property and agree/s not to raise any requisition and / or objection in connection with and respect thereto.

9. The Purchaser/s hereby agrees to purchase from the Sellers and the Sellers hereby agrees to sell to the Purchaser/s **Office / Unit / Premises No.** _____ admeasuring _____ **SFT (Carpet Area)** on _____ **FLOOR** in ‘ _____ ’ **WING** of Building being constructed on the said property in the project known as **“SUMIT SAMARTH ARCADE”** (hereinafter referred to as **“THE UNIT”**) and shown in red colour boundary lines in the Floor plan annexed and marked as **ANNEXURE-‘F’**, at lumpsum consideration of **Rs.** _____ **/- (Rupees** _____ **only)** alongwith right to use One Car Parking in the Basement of the said Building.

10. As consideration for the acquisition of the said Unit the Purchaser/s hereby agrees to pay the Sellers a sum of **Rs.** _____ **/- (Rupees** _____ **only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common / limited area and facilities which are more particularly described in the SECOND SCHEDULE hereunder written. The time for payment of each of the installment/s shall be the essence of the contract as mentioned in THIRD SCHEDULE.

11. The Total Price above excludes taxes (consisting of tax paid or payable by the Developer by way of VAT/Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Seller upto the date of handing over the possession of the Flat.

12. The aforesaid total consideration is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in Development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.

13. In accordance with the provisions of Income Tax Act the Purchaser/s is / are under obligation to deduct the TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within 7 (Seven) days of such payment obtain and furnish the required Challan / Certificate to the Developers. In the event the Purchaser/s fails to deduct such amount and / or to pay such amount to the Government Treasury then the

Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Developers by reason of non-deposit of such amount in the Government Treasury and / or upon the failure to furnish the Challan / TDS Certificate evidencing such payment to the Developers.

14. The Sellers hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, imposed by the concerned local authority i.e. S.R.A. in the Letter of Intent and at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser/s, obtain from the concerned local authority Occupation and / or Completion Certificates in respect of the said Unit.

15. The Purchaser/s have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited Agreement for Development of the said property between the said Society and the said Developer and the said Joint Venture Agreement between the said URJA and Sellers and subject to the terms and conditions imposed by the Slum Rehabilitation Authority and other authorities concerned and also subject to the Sellers right to make the necessary amendments, modifications and / or changes in the Building plans or the materials and other specifications.

16. The Purchaser agrees to pay to the Sellers interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum on all the amounts, which become due or payable by the Purchaser/s to the Sellers under clause 3 above and under the other provisions of this Agreement from the date any amount is due or payable by the Purchaser to the Sellers until actual and full realisation of the amount by the Sellers. This shall be without prejudice to the other rights and remedies of the Sellers under law and under this Agreement.

17. The Specifications/fixtures and fittings to be provided by the Sellers in the said Apartment/unit are those that are set out in **Annexure “ ”** hereto.

18. The Sellers hereby agree to observe, perform and comply with all the terms, condition, stipulation, if any, which may have been imposed by the concerned local authority at the time of sanctioning of said plans or thereafter and shall before handing over the possession to the Purchaser, obtained from the concerned local authority Occupation Certificate in respect of the Apartment.

19. The Sellers may obtain part occupation or building completion certificate for one or more Apartments in the building “_____” as the Sellers may deem fit. The Sellers may complete the entire building “_____” or any part or portion thereof and obtain part occupation certificate thereof and give possession of the said Apartment/ therein to the Purchaser and other Apartments/ to the acquirers of such Apartments/—and the Purchaser herein shall have no right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser is offered possession of the said Apartment/~~unit~~ in such part or completed portion of the building, the Sellers and/or its agents and contractors shall be entitled to carry on the remaining work, including further and additional construction work of the said Building in which the said Apartment/~~unit~~ is situated and if any inconvenience, hardship or nuisance is caused to the Purchaser, the Purchaser shall not protest, object to or obstruct the execution of such work nor shall the Purchaser be entitled to claim any compensation and / or damages and / or to complain for any inconvenience, hardship or nuisance which may be caused to him / her / it / them or any other person.

20. The Sellers shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. If the variation is more than 3% then the consideration payable for the carpet area shall be recalculated upon the confirmation by the Sellers. If there is any reduction in the carpet area within the defined limit, the Sellers shall refund the excess money paid by the Purchaser within annual interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, from the date when such excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Sellers shall demand additional amount from the Purchaser which shall be paid by the Purchaser prior to taking possession of the said Apartment. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement

21. The Sellers will endeavour to give possession with Occupation Certificate of the said Apartment/unit to the Purchaser on or before _____. If the Sellers fail or neglect to give possession of the said Apartment/~~Unit~~ to the Purchaser not on account of reasons beyond the control of or unforeseen by the Sellers or its contractors or its agents by the aforesaid date then the Sellers shall be liable to refund to the Purchaser the amounts already received by the Sellers in respect of the said Apartment/~~Unit~~ (save and except the amount of interest, taxes which may have been paid or become payable by the Purchaser to the Sellers) with interest at State Bank of India Highest Marginal Cost of

Lending Rate + 2 % percent per annum from the date the Sellers received the respective amounts till the date the amounts and interest thereon are repaid in full. Till the entire amount and interest thereon is refunded by the Sellers to the Purchaser, the aggregate sum shall, subject to prior encumbrances, if any, be a charge on the said Apartment/Unit. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Sellers or against the said Apartment or car parking space or the said Property or any part thereof in any manner whatsoever and the Sellers shall be entitled to deal with or dispose of the said Apartment (and Car Parking Space) to any person or party as the Sellers may desire in its absolute discretion without any reference or recourse to the Purchaser.

Provided that, the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on aforesaid date, if the completion of the building in which Apartment is created is delayed on account of

- war, civil commotion, act of god
- any notice, order, rule, notification of government and or other public or competent authority/court.

22. Time is essence for the Sellers as well as the Purchaser. The Sellers shall abide by the time scheduled for completing the project and handing over the Apartment to the Purchaser and the common area to the association of the Purchasers after receiving Occupation Certificate. Similarly the Purchaser shall make timely payments of the installment/s and other dues payable by him/her and meeting other obligations under this Agreement subject to the simultaneous completion of the project by the Sellers.

23. The Sellers hereby declare that the floor space index available as on date in respect of the project is _____sq.m. only and Sellers have planned to utilise floor space index of _____ by availing of TDR or FSI available on payment of premiums (including Fungible FSI) or FSI available as incentive FSI by implementing various schemes as mentioned in 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 aid projects. The Sellers have disclosed the Floor Space Index of _____ as proposed to be utilised by them in the said project and Purchaser has agreed to purchase said Apartment based on proposed construction and sale of Apartments to be carried out by the Promoted by utilising proposed FSI and on the understanding that the declared FSI shall belong to the Developer only.

24. If the Sellers fail to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Sellers agree to pay to the Purchaser,

who does not intend to withdraw from the project, interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. Similarly the Purchaser agrees to pay the Sellers interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the delayed payment which become due and payable by Purchaser to the Sellers under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Sellers.

25. Without prejudice to the right of Sellers to charge interest in terms of hereinabove on the Purchaser committing a default in payment on due of any amount due and payable by the Purchaser to the Sellers under this Agreement (including his/her share of taxes levied by concerned authorities and other outgoing) and Purchaser committing three defaults of payment of installment/s, the Sellers at their option may terminate this agreement. Provided that, Sellers shall give notice of 15 days in writing to the Purchaser (including by registered post AD) at the address provided by the Purchaser and mail at the email address provided by the Purchaser , of their decision/ intention to terminate this agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Sellers in the period of notice then at the end of such notice period, Sellers shall be entitled to terminate this agreement. Provided further, that on termination of this Agreement by the Sellers as aforesaid, the Sellers shall be entitled to treat as forfeited 10% of consideration amount referred to aforesaid. Upon termination of this Agreement as aforesaid the Sellers shall also be entitled to claim and recover from the Purchaser the loss and damages suffered by the Sellers for breach of contract by the Purchaser Upon termination and refund (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Sellers within a period of thirty days of termination) the Sellers shall be at liberty to dispose of and sell the said Apartment and Car Parking Space to such person and at such price and on such terms and conditions as the Sellers may in its absolute discretion think fit.

26. The Purchaser shall take possession of the said Apartment within fifteen days of the Sellers giving written notice to the Purchaser intimating that the said Apartment is ready for use and occupation; Provided, that if within a period of five years from the date of handing over the possession of said Apartment to the Purchaser, the Purchaser brings to the notice of the Sellers any defect in the said Apartment or the said Building or the materials used therein or any unauthorized change by the Sellers in the construction of the said Building then, wherever reasonably possible, such defects or unauthorized changes shall be rectified by the Sellers at their own cost. Provided, that the Purchaser has not made any change in the interior or exterior of the said Apartment from the time when the Purchaser

was permitted to carry on interior work, and provided, that the Purchaser shall have kept the said Apartment in the same manner and condition in which it is handed over to the Purchaser, and in case of any change having been made in the interior or exterior or the structure or walls or pipes etc. of the said Apartment, the Purchaser shall be deemed to have waived all its rights under this clause. In case it is not possible for the Sellers to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to rectify the same at his own costs.

27. At the time of taking possession of the said Apartment and in any event within fifteen days of the receipt of the written notice from the Sellers referred to above the Purchaser shall fully satisfy himself with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, tiles and other items and fixtures in the said Apartment and acknowledge in writing to that effect to the Sellers and the Purchaser shall not at any time thereafter raise any dispute, objection or contention whatsoever in that behalf.

28. The Purchaser shall use the said Apartment or any part thereof or permit the same to be used for residential purpose only and shall use the Car Parking Space for purpose of keeping or parking his light motor vehicle.

29. The Purchaser/s hereby Covenant/s to pay to the Sellers on or before taking possession of the said Apartment, the following amounts: -

- (a) Rs. for share money application / entrance fee of Rs. 100/- extra per person for any additional name mentioned in this agreement for acquiring membership rights.
- (b) Rs. /- as a lump sum payment towards legal charges and expenses of the Sellers and incidental to this Agreement;
- (c) Rs. /- Towards Society Membership Fees;
- (d) Rs. Reimbursement of the amounts incurred by the Sellers towards Electric Meter Charges, Water Meter Charges, Mahanagar gas connection and other incidental expenses and the Development Charges etc. incurred by the Sellers.

- (e) Rs. /- To meet with 12 (Twelve) months outgoings towards proportionate periodical outgoings including Water Charges, Common Electricity Bills, Salary / remuneration of employees and/or Watch & Wards, etc.
- (f) Rs. /- Towards Development Charges.
- (g) Rs. _____ To meet 12 (Twelve) months proportionate Municipal Taxes.
- Rs. /- TOTAL**

The Purchaser/s hereby covenant/s to pay such further amount or amounts to the Sellers, if any, of such deposits or payments referred to above get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Sellers;

30. Commencing a week after notice in writing is given by the Sellers to the Purchaser that the said Apartment is ready for use and occupation, the Purchaser shall be liable to bear and pay to the Sellers, proportionate share (i.e. in proportion to the floor area of the said Apartment) of outgoings in respect of the said Apartment and Building including local taxes to be paid or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Apartment and Building until the society is formed and the charge in respect of the said Building handed over to the society/association of the Purchasers, the Purchaser shall pay to the Sellers such proportionate share of outgoings as may be determined by the Sellers. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Sellers provisional monthly contribution of **Rs.** _____ /- (Rupees _____ Only) per month towards the aforesaid outgoings. The amounts so paid by the Purchaser to the Sellers shall not carry any interest and shall remain with the Sellers till the Purchasers are admitted as members of the Society and thereafter shall be paid over by the Sellers to the Society. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 7th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further sum of **Rs.** _____ /- (Rupees _____ Only) shall be deposited with the Sellers at the time of taking possession of the said Apartment as an advance towards such charges. The Purchaser shall pay the aforesaid amounts and payments referred to in this clause to the Sellers by Pay Order and/or Demand

Draft. However, if the Purchaser pays the said amount referred to hereinabove by cheque/s then and in that event the said cheque/s shall be received by the Sellers subject to the realization thereof and the possession of the said Apartment shall be handed over to the Purchaser only after realization thereof.

31. Commencing fifteen days after notice in writing is given by the Sellers to the Purchaser that the said Apartment is ready for use and occupation, the said Apartment shall be at the risk of the Purchaser (irrespective of whether possession of the said Apartment is actually taken or not by the Purchaser) in all respects including loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Apartment. It is agreed that irrespective of whether possession is actually taken or not by the Purchaser, the Purchaser shall be liable to bear and pay to the Sellers or its nominee or appointee until the transfer is executed, the proportionate share (i.e. in proportion to the saleable area of the said Apartment) of all outgoings in respect of the said Building (Property, buildings and structures) including repairs to the exterior and interior of the said Building (but excluding the interior of the said Apartment hereby agreed to be sold to the Purchaser) namely all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the concerned local or public bodies or authorities and/or Government (State or Central) water charges, insurance, common lights, repairs and salaries of employees, clerks, bill collectors, chowkidars, sweepers and electricity and telephone cables, water lines, drainage lines, sewerage lines and all other expenses and outgoings necessary and incidental to the management, administration, maintenance and safety of the said Property and buildings and structures thereon (all hereinafter collectively referred to as "all outgoings"). The Purchaser shall pay to the Sellers such proportionate share of all outgoings and/or any other amounts, charges, taxes as may be imposed by the authorities, as may from time to time be determined by the Sellers. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Sellers provisional monthly contribution per month towards all outgoings or such other amounts as will be communicated from time to time by the Sellers to the Purchaser. The Purchaser agrees and undertakes to pay to the Sellers in advance twelve months contribution (as may be determined by the Sellers) at the time of taking possession of the said Apartment. Thereafter, every month, the Purchaser shall pay in advance monthly contribution as may from time to time be determined by the Sellers and shall not withhold the same or any part thereof for any reason whatsoever. The amounts so paid by the Purchaser to the Sellers shall not carry any interest and shall remain with the Sellers and shall be utilised by the Sellers for meeting all outgoings. Any balance of the amount left with the Sellers and also the deposits referred to in this agreement (less all deductions provided in this Agreement) shall be paid over by the Sellers to the Society. The Sellers shall in respect of any amount remaining unpaid by the Purchaser to the Sellers under the terms and conditions of this

Agreement have a first lien and charge on the said Apartment and car parking space as long as the same shall remain unpaid.

32. Commencing a fortnight after notice in writing is given by the Sellers to the Purchaser that the said Apartment is ready for use and occupation, the Purchaser (irrespective of whether possession of the said Apartment is actually taken or not by the Purchaser) with intention to bind all persons into whosoever's hands the said Apartment may come, doth hereby covenant with the Sellers as follows:-

- (a) To maintain the said Apartment at the Purchaser's own cost in good tenantable repair, order and condition and not to do or suffer to be done anything in or to the said Building and staircase or any passage and other common areas and amenities therein which may be against the rules, regulations or bye-laws of the concerned local or public bodies or authorities or (as the case may be) the society (of Purchasers of Apartments/ /premises in the said Building) and the federal society, company or association of apartment owners (as the case may be) or change/alter or make addition/s or alterations in or to the said Building and in the said Apartment or any part thereof. However, the Purchaser shall be at liberty to make internal alterations or additions in the said Apartment without altering or damaging any column, beam or other structural member of the said Building after obtaining at his own cost the prior written approval of the Municipal and other competent authorities, if so required and in accordance with their rules, regulations and byelaws for the time being in force. The Purchaser shall not put up any decorations in or make any alterations, additions or improvements to the exterior of the said Apartment nor shall make any changes to the windows and glazing. The Purchaser shall, with the prior written consent of the Sellers, be at liberty to fix safety grills on windows of the said Apartment of such design as the Sellers may specify (so as to observe uniformity of designs in the said Building). The Sellers shall be entitled to remove at the cost and risk of the Purchaser any grill, which may have been fixed without the Sellers' written authority or if the same is not of the design prescribed by the Sellers. The Purchaser shall not at any time construct on (whether of a temporary or permanent nature) or raise the height of the wall of any balcony or terrace of the said Apartment or fix or erect sun screens or weather sheds on the exterior of the said Apartment or the Building or cover the balcony or terrace in any manner whatsoever. Name plates and boards will be placed in specified areas and of sizes as may be previously approved in writing by the Sellers and/or the Society;

- (b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected by the concerned local or other authorities or by the Society and not to carry or cause to be carried heavy packages to upper floors of the said Building which may damage or is likely to damage the staircases, common passages or any other part of the structure of the said Building, including entrances of the said Building. If any damage is caused to the said Building or to the said Apartment on account of negligence or default of the Purchaser or his/her/ its/their employees, agents, servants, guests or invitees in this behalf, the Purchaser shall be liable and responsible for the consequences of any breach of this condition;
- (c) To carry out at his/her/its/their own cost all internal repairs to the said Apartment and maintain the same in good condition/ state and order in which the same were constructed and not to do or suffer to be done anything in or to the said Building or in the said Apartment which may be against the rules, regulations and bye-laws of the concerned local or public bodies or authorities or Society. In the event the Purchaser commits any act or omission in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local or public bodies or authorities or Society;
- (d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Apartment or any part thereof nor any alteration in the elevation, sections, details and outside colour scheme of the said Building and the Purchaser shall keep the sewers, drains, pipes, electric cables and all other amenities in the said Apartment and appurtenances thereto in good tenable repair, order and condition and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parts or other structural members in the said Apartment without the prior written permission of the Sellers/Society and wherever necessary without the written permission of the other concerned competent authorities;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property and the said Building;
- (g) To pay to the Sellers within fifteen days of demand by the Sellers his share of security deposit demanded by the Corporation concerned local or public bodies or authorities or government for giving water, electricity or any other service connection to the said Building;
- (h) To bear and pay all rates, taxes, cesses, assessments, water charges, electricity charges, insurance, outgoings and such other levies and impositions, if any, and all increases therein which are levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities in respect of or relating to the said Building and the said Property;
- (i) The Purchaser shall observe and perform all the bye-laws, rules and regulations which the Society that may be made from time to time for protection and maintenance of the said Apartment and the said Building and the Property and the buildings and other structures thereon and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authorities, government or other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and user of Apartments in the said Building and Car Parking Spaces and shall pay and contribute regularly and punctually towards the property rates, taxes, cesses, assessments, impositions, expenses and all other outgoings and levies whatsoever in accordance with the terms of this Agreement;
- (j) The open spaces and common entrances, common passages, lobbies, staircases and lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser shall not use or permit the use of any part of the said Property for any purpose and shall not use or permit the use of common passages, lobbies and staircases in the said Building for storage or for use by servants at any time;
- (k) The Purchaser shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;

- (l) The Purchaser shall not park any vehicle in any part of the said Property (described in the First Schedule hereto) except in the places (if any) specifically provided by the Sellers.

33. The Sellers hereby represent and warrant to the Purchaser as follows-

- (i) The Society has clear and marketable title in respect of project land; as declared in the title report annexed to this agreement and by virtue of the Re development Agreement the Sellers have a requisite right to carry out development upon project land:
- (ii) the Sellers have lawful rights and requisite approvals from the competent authorities to carry it the development so the project and shall obtain requisite approvals from time to time to complete the development of project.
- (iii) There are no encumbrances on the project land or the project.
- (iv) All approvals, licences and permit issued by the competent authority with respect to the project, project land and said building or wing/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals licences and permits to be issued by competent authority with respect to the project, project land and said building or wing/wing shall be obtained by following due process of law and the Sellers have been and shall, at all times, remain to be in compliance with all the applicable laws and relation to the project, project land, building/wing and common areas.
- (v) The Sellers have right to enter into this agreement and have neither committed or omitted to perform any act or thing, whereby right title and interest of the Purchaser may prejudicially be affected.
- (vi) The Sellers have not entered into any agreement which will adversely affect the rights of the Purchaser under this agreement.
- (vii) The Sellers confirm that the Sellers are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this agreement.
- (viii) The Sellers have duly paid and shall continue to pay and discharge undisputed government dues rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable worth respect to the said project to the competent Authorities.
- (ix) No notice from the government or any other local body or authority or any legislative enactment government ordinance, order, notification has been received or served upon the Sellers in respect of the project land and or project.

34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said building or of the property (Property and buildings thereon) or any part thereof by the Sellers to the Purchaser. The Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him. The said Property and all open spaces, parking spaces, lobbies, staircases, lift, common entrances, common passages, terraces and all other common and other areas etc. in the buildings and structures on the said Property will remain the property of the Society.

35. The Purchaser declares and confirms that he has inspected and has express notice of the terms, conditions, provisions, covenants and agreements contained in the said Re development Agreement. The Purchaser is satisfied with the sanctioned plans, other sanctions, approvals and specifications of the said Building and said Apartment and amenities provided therein and is satisfied with the title of the Sellers to the said Building and Apartment and shall not raise any requisition or objection on the same. The Purchaser shall observe and perform the said terms, conditions, provisions, covenants and agreements and shall not commit a breach thereof and shall at all times keep indemnified the Sellers against any breach, non-observance or non-performance thereof.

36. Any delay, tolerance or indulgence shown by the Sellers in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchaser by the Sellers shall not be construed as a waiver on the part of the Sellers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Sellers. The failure by the Sellers to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all the terms and conditions of this Agreement.

37. The Sellers shall maintain a separate account in respect of sums received by the Sellers from the Purchaser as advance or deposit, sum received on account of share capital for the Society or towards the outgoings legal charges and shall utilize/neutralize the amount only for the purposes for which they have been received.

38. The Sellers shall not mortgage or create a charge on the said Apartment after the Sellers execute this agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force, such mortgage or charge shall not affect the right interest of the Purchaser under this Agreement.

39. Forwarding this agreement to the Purchaser by the Sellers doesn't create a binding obligation on the part of the Sellers and/or the Purchaser until firstly, the Purchaser 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 Purchaser and secondly appears for registration of the same before the concerned sub registrar as in and when intimated by the Sellers. If the Alottee(s) fail/s to execute and deliver to the Sellers this agreement within thirty days of its receipt by the Purchaser(s) and/or appear/s before the sub-registrar for its registration as and when intimated by the Sellers, then Sellers shall serve notice to the Purchaser(s) for rectifying the default which if not rectified within 15 days of its receipt by the Purchaser(s), booking/allotment of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser without any interest(subject to adjustment and recovery of any agreed liquidated damages)

40. The Purchaser alone shall bear and pay the Stamp Duty and Registration charges of this Agreement in conformity with the provisions of the Bombay Stamp Act, 1958 and Registration Act, 1908.

41. (a) The Purchaser shall on the execution hereof present this Agreement and admit execution thereof at the proper registration office for registration within the time limit prescribed (presently within four months from the date of execution of this Agreement) by the Registration Act, 1908 and the Sellers will attend such office and admit execution thereof.

(b) The Purchaser shall inform the Sellers in writing the serial number under and the date on which this Agreement is so lodged and thereupon the Sellers will attend the Sub-Registrar's Office and admit execution thereof provided that the Purchaser has given notice sufficiently in time (not less than fifteen days) to enable the Sellers to arrange for admission of execution. The Purchaser is aware that it is mandatory to register this Agreement. In the circumstances, the responsibility for presenting this Agreement for registration shall be that of the Purchaser alone and the Sellers shall give its full co-operation for the same.

(c) If the Purchaser fails and/or neglects to present this Agreement for registration within the stipulated period, whatever be the reason thereof, the Sellers shall not be responsible for such non-registration as also the consequences arising therefrom and the Purchaser shall keep the Sellers indemnified against the consequences thereof.

(d) The Purchaser shall continue and be obliged to pay to the Sellers the installments on the dates/periods as provided in this Agreement, inspite of failure or neglect by

the Purchaser to present this Agreement for registration and to admit execution thereof by the Purchaser and until this Agreement is registered, and thereafter the Purchaser hereby agrees and undertakes to make such payments without any deduction or raising any dispute, objection or contention whatsoever.

42. All letters, circulars, receipts and/or notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to be validly and effectively served, if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting/ Speed Post/Courier/Hand Delivery at his address specified below or such other address as the Purchaser may hereafter notify in writing to the Sellers

In case of any change of the aforesaid address, the Purchaser shall forthwith intimate the new address to the Sellers and obtain proper acknowledgement from the Sellers.

43. The Purchaser will always abide by all the rules and regulations of the Society.

44. The Purchaser hereby agrees that after possession of the said Apartment is given or deemed to be given to the Purchaser, any amount including outgoings which become due or payable by the Purchaser to the Sellers / Society under this Agreement and also in the event of any amounts by way of rates, taxes, cesses, assessments, Property revenue, premium betterment charges development tax or any other tax, levy, payment, imposition or assessment whatsoever by whatever name called under any Act (State or Central) become due or payable on the property to the Government (State or Central) or to Municipal Corporation or other local or public bodies or authorities, the Purchaser shall be liable to bear and pay his/her/ its/their share thereof (in proportion to the saleable area of the said Apartment and parking spaces and terraces if any). The amounts so determined from time to time by the Sellers/Society shall be final and binding on the Purchaser who shall pay the same to the Sellers/Society forthwith upon demand in writing by the Sellers/Society without deduction and without raising any dispute, contention or objection, whatsoever. In the event of default by the Purchaser in the payment of any sum due or payable under this Agreement, the Purchaser shall pay interest on that sum for the period from the due date for such payment until actual payment at the State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum. This shall be without prejudice to the other rights and remedies of the Sellers against the Purchaser.

45. The Purchaser (in case of a Partnership Firm or a Limited Liability Partnership) has supplied the names and addresses of the present partners and undertakes to furnish in writing to the Sellers the names of the partner/s for the time being constituting the Firm.

46. The said Building “_____” (in which the said Apartment is situate) shall always be known by that name and such name shall not be changed at any time in future without the prior written permission of the Sellers.

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

48. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the project.

IT IS FURTHER AGREED DECLARED RECORDED CONFIRMED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT:

1. The Purchaser is fully aware and shall be deemed to have full knowledge and is hereby given express notice by the Sellers that construction activities (including blasting operations) on the said Property will continue (during day and if necessary during night) even after possession of the said Apartment is given to the Purchaser and the Purchaser shall not at any time protest, object or raise any dispute or contention or make any complaint about nuisance or annoyance or inconvenience which may be caused due to such construction activities (during day or if necessary during night) about the Sellers's right to carry on such construction activities on the said Property and the Sellers shall not be liable or responsible for and the Purchaser shall not be entitled to or claim any damages, compensation or any amount whatsoever from the Sellers arising out of or due to or caused by such construction activities on the said Property.
2. It is expressly agreed that the Sellers shall be allowed to revise the building plans in respect of the building and/or the said Apartment agreed to be sold herein and the Purchaser hereby irrevocably consents to the rights of the Sellers to revise and modify the building plan from time to time and shall not at any time raise any objection, dispute or contention whatsoever in that behalf.
3. The Sellers has informed the Purchaser and the Purchaser is aware that the present construction is a redevelopment project pursuant to the Agreement for Re development

dated _____ and on the basis of the terms and conditions as stated thereunder.

4. The Sellers shall be free to construct on the said Property, more particularly described in the First Schedule hereunder written, at such locations as it may from time to time decide, any additional structures like sub-stations for electricity or office for management of “ _____ ” and build underground and overhead tanks, structures for watchmen, cabin, toilet units for domestic servants and watchmen, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans of the property and laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines sewerage lines, water harvesting arrangement and other devices belonging to or meant for any of the building/s and other structures which are to be developed and constructed by the Sellers on the said Property.

5. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by a writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement. The Purchaser hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure or publicity materials by the Sellers and/or its agents to the Purchaser and/or his agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Purchaser to enter into this Agreement.

6. As required by the Income-tax (Sixteenth Amendment) Rules 1998:
 - (A) the Sellers states as under:

We, _____ are assessed to Income-tax and the Permanent Account Number allotted to the company is _____.

 - (B) The Purchaser/s state/s as under:-

I/We, **Mr.** _____ the Purchaser/s within named, am/are assessed to Income-tax and the Permanent Account Number allotted to me/us is _____ : is _____ and _____ : is _____

7. The Purchaser shall be liable and hereby expressly agrees to bear and pay all existing and future service tax, VAT, GST, TDS and / or other taxes and charges and / or levies that may be imposed if any, whether payable in the first instance or otherwise, and all increases therein which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities.
8. The Sellers shall have absolute authority and control as regards the unsold Apartments in the said Building “ _____ ” and the disposal thereof.
9. The Sellers shall, if necessary, become a member of the Co-operative Society in respect of the rights and benefits retained by the Sellers or conferred upon the Sellers or otherwise. If the Sellers transfers, assigns and disposes of such rights and benefits at any time to anybody, the assignee/ transferee and/or the Purchaser thereof shall become a member of the Society in respect of the said rights and benefits.
10. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development Act, 2016 and the rules made thereunder.
11. The transaction covered by this contract at present is not understood to be a sale as defined under the Sales Tax Law. However, due to an order of the Supreme Court this transaction is held to be liable to be taxed as a sale and as such VAT, GST, Service Tax or otherwise, either as a whole or in part and any inputs or materials or equipment used or supplied in execution of or in connection with this transaction are liable to be taxed, and the same shall be payable by the Purchaser along with other buyers/Purchasers on demand at any time.
12. The Sellers shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces or parcels of land together with the structures standing thereon lying, being and situated at partly in Village : Pahadi Eksar, Taluka Borivali, Mumbai Suburban bearing C.T.S. Nos. 1, 1/1 to 1/130 admeasuring 3511.50 Sq. Mtrs or thereabouts and C.T.S Nos. 862, 862/1 to 862/28 of Village : Pahadi Goregaon, Taluka Borivali, Mumbai Suburban admeasuring 980.20 Sq. Mtrs or thereabouts, in aggregate admeasuring 4491.70 Sq. Mtrs. equivalent to 5372.07 Sq. yds. or thereabouts and bounded as follows ;

- On or towards the East : Adj. Plot bearing C.T.S. No. 2 of Village Pahadi Eksar and C.T.S. No. 863 of Village Pahadi Goregaon.
- On or towards the West : Partly Adj. Plot bearing C.T.S. No. 861 and 860 of Village Pahadi Goregaon and partly existing Internal Road approximate 6 Metres wide.
- On or towards the North : Adjacent Road known as Aarey Road.
- On or towards the South : Adj. Plot bearing C.T.S. No.7 and C.T.S. No. 8 of Village Pahadi Eksar.

THE SECOND SCHEDULE ABOVE REFERRED TO

COMMON AREA AND FACILITIES

The Staircase, staircase landings, Lifts, Lift-well, staircase entrance area, septic tank, soak pit, suction tank, overhead tank, pump room, Watchman cabin, compound wall, machine room, Electric cabin will be covered in this common area and facilities.

It is further clarified that the open space, i.e. required land appurtenant to all surroundings of the Building which is open to sky excluding garages portion covered, stilt, basement, podium will not be covered under this definition.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The mode of payment of the purchase price and other amounts to be paid by the Purchaser/s to the Sellers)

1. Rs. As earnest money on or before execution of this Agreement.
2. Rs. On or before the completion of Plinth Work of 'A' & 'B' Wing.
3. Rs. On or before the completion of Plinth Work of 'C' & 'D' Wing.
4. Rs. On or before the completion of Plinth Work of 'E' & 'F' Wing.
5. Rs. On or before casting of Slabs of 'A' & 'B' Wing
(Amount payable divided by Total No. of Slabs)
6. Rs. On or before casting of Slabs of 'C' & 'D' Wing
(Amount payable divided by Total No. of Slabs)
7. Rs. On or before casting of Slabs of 'E' & 'F' Wing
(Amount payable divided by Total No. of Slabs)
8. Rs. On Commencement of Walling.

9. Rs. On Commencement of Flooring work.
10. Rs. On Commencement of the plaster (Internal or External).
11. Rs. On Commencement of Plumbing and Sanitary work.
12. Rs. On fixing of Doors & Windows.
13. Rs. Within seven days of the Sellers intimating the Purchaser/s that the said Shop / Office / Flat / Unit is ready for Occupation or before the Purchaser/s take/s the possession of the said Shop / Office / Flat / Unit whichever is earlier.

Total Rs. %

PROVIDED FURTHER that the Unit Purchaser/s shall pay the last installment of the purchase price within seven days from the receipt of the intimation from the Sellers that the Unit agreed to be purchased by him / her / them is ready for possession and if the Unit Purchaser/s fail/s to make payments, the Sellers shall be at liberty to exercise other rights as set out in the Agreement including the right to terminate this Agreement and sell the said Unit to any other person/s.

PROVIDED FURTHER that the certificate which may be issued by the Sellers Architect certifying that the work has commenced and / or respective work of the plinth/slabs etc. have been completed, shall be binding upon the Unit Purchaser/s and the payment of the installment shall be forthwith due and payable by the Unit Purchaser/s to the Sellers.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[WORK SPECIFICATION & LIST OF AMENITIES]

1. R.C.C. Structure Building with walls in Brick / Block work.
2. Outside double coat sand face plaster, internally P.O.P. Finish.
3. 2' X 2' Vitrified Tiles in Flooring of Shop / Office.
4. Ceramic Tiles/Glazed Tiles up to door height in common Toilet/attached Toilet with Plumbing work as required by M.C.G.M..
5. Concealed Electric work of copper wiring as required by RELIANCE ENERGY LTD.
6. Acrylic emulsion to outer walls, Oil Distemper to Internal Walls & Enamel paint to all other wooden and metal work.
7. Galvanized Rolling shutter at opening of Shop/Office.
8. Pavers / Chequerd Tiles / Sand Stone etc. in front open space of Shop / Office as design by Architect.
9. Cable TV & Telephone points.
10. Intercom Facility for Security.
11. Provision for Spilt AC installation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year First hereinabove written.

SIGNED SEALED AND DELIVERED }
by the withinnamed "**THE SELLERS**" }
SUMIT WOODS PVT. LTD. } FOR SUMIT WOODS PVT. LTD.
through its Directors, }
1. **MR. MITARAM R. JANGID** }
2. **MR. SUBODH R. NEMLEKAR** } Director Director
in presence of _____ }

SIGNED SEALED AND DELIVERED }
by the withinnamed "**THE PURCHASER/S**" }
1) }
2) }
3) }
in presence of _____ }

RECEIPT

Received of and from the within named Purchaser/s, the sum of Rs. _____/- (Rupees _____ only) as and by way of **part** / full consideration being the amount mentioned within to be paid by them to us.

Sr. No	Amount (in Rs.)	Less T.D.S. (in Rs.)	Cheque Amount (in Rs.)	Cheque No.	Dated	Drawn on Bank / Branch
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

We say received

FOR SUMIT WOODS PVT. LTD.

Authorized Signatory

THE FOURTH SCHEDULE ABOVE REFERRED TO
[WORK SPECIFICATION & LIST OF AMENITIES FOR FLAT]

1. R.C.C. Structure Building with walls in Brick / Block work.
2. Outside double coat sand face plaster, internally neeru finish plaster.
3. 2'-0" X 2'-0" Mirror finishes Vitrified / Porselano tiles in Flooring of all Rooms, including Kitchen.
4. Tread & Riser of Staircase steps in Kota / Marble / Mosaic / Granite / Stone etc., landing & mid landing in Ceramic Tiles.
5. Ceramic Tiles upto Door height in W.C., Bath & Toilet etc. and in Flooring also.
6. Granite top Kitchen platform with Stainless Steel Sink & Ceramic Tiles dado upto 2'-6" height.
7. Concealed type Plumbing work in W.C., Bath and Toilets & Kitchen. Hot & Cold Water in mixer and shower. All C.P. fittings of **Jaguar continental** range.
8. White Ivory Sanitary ware of First quality of Cera/Hindustan etc. & Drainage work as per B.M.C. rules.
9. DOORS & WINDOWS :
 - a. All Wooden frames made from seasoned wood.
 - b. One side Teakwood veneer finish flush door to main door.
 - c. Commercial flush door to Bedroom.
 - d. Marine Ply panel / Fiber door to W.C., Bath & Toilet.
 - e. Louvers window to W.C., Bath & Toilet.
 - f. Aluminum sliding window with powder coating to other rooms in ¾" Section with 4 m.m. Glass.
 - g. Aluminum / M.S. Fittings to Doors & Windows.
 - h. Night latch to main door.
10. Concealed Electric work of copper wiring as approved by RELIANCE ENERGY LTD.
11. Telephone point to Living room of each Flat.
12. Plain cements concrete paving or pavers around the Building.
13. Acrylic paint to outer walls, enamel paint to all other wooden and metal work.
14. Internal wall finished in Oil-bound Distemper in two Coats.
15. Beautiful Entrance lobby.