

**“SHREE” (General Stamp Rs. \_\_\_\_\_/-)**

**AGREEMENT FOR SALE**

**CONSIDERATION VALUE ..... Rs. \_\_\_\_\_/-**

**VALUATION FOR STAMP DUTY ..... Rs. \_\_\_\_\_/-**

**THIS ARTICLES OF AGREEMENT made and entered into at Bhiwandi on this \_\_\_th day of July, 2017;**

**B E T W E E N**

**“THE PROMOTERS”:** **1) SHRI BHADRACHALAM RAJESHAM ADEP**, Age 55 Years, Occupation: Business, (PAN: AJCPA1102C); **2) SHRI SHRIKANT BHADRACHALAM ADEP**, Age 31 Years, Occupation: Business, (PAN: AEMPA4507J); **3) SHRI SRIHARI BHADRACHALAM ADEP**, Age 29 Years, Occupation: Business; all are the Partners of **M/S. SHRI TIRUPATI REALTY**, all are residing at C-1/1502, Sunflower Building, Runwal Garden City, Opp Balkum Octrai Naka, Balkum, Thane (West) 421601; (which expressions shall, unless it be repugnant to the context or meaning thereof, mean and include his respective heirs, administrators, legal representatives, assigns, etc.) **PARTY OF FIRST PART;**

**AND**

**1) \_\_\_\_\_, Age \_\_\_ Years, Occupation : Business/Service, (PAN NO: \_\_\_\_\_);**  
**2) \_\_\_\_\_, Age \_\_\_ Years, Occupation : Business/Service, (PAN NO: \_\_\_\_\_);**

All are residing at \_\_\_\_\_  
\_\_\_\_\_;

hereinafter called and referred to as "**THE PURCHASERS**"; (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) being the Party of the Second Part;

**WHEREAS:-**

**SMT. LAXMIBAI KARSAN TARE & OTHERS**, All are Adults, residing at Bhiwandi, Dist. Thane, (hereinafter for the sake of brevity collectively referred to as the "**said Land Owners**") are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT PIECE AND PACEL OF LAND, admeasuring about 3620.00 Sq. Mtrs.; bearing Survey Nos. 69/1 paiki and Survey No. 69/1paiki; situate, lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane; which is more particularly mentioned in the **Schedule "A"** hereunder written. (And for the sake of brevity hereinafter called as "the said land").

The said land owners, with the intent of developing said land bearing Survey Nos. 69/1 paiki, admeasuring about 2420.00 Sq. Mtrs., have entered into a registered Development Agreement & Deed and Confirmation, bearing Registration Serial No. 4527/2010, dated 18/06/2010 with 1) **SHRI BHADRACHALAM RAJESH ADEP**, 2) **SHRI SRIKANT BHADRACHALAM ADEP**, 3) **SHRI SRIHARI BHADRACHALAM ADEP**, the Promoters herein, and also have executed a

registered Power of Attorney, bearing Registration Serial No. 4528/2010, dated 1806/2010, in favour of the Promoters herein, thereby allowing and permitting the said Promoters to develop the said property by constructing a multi-storeyed R.C.C. building in accordance with the plans and specifications approved by the Concerned Municipal Authorities.

The said land owners, with the intent of developing said land bearing Survey No. 69/1 paiki, admeasuring about 1200.00 Sq. Mtrs, have entered into a registered Agreement For Sale, bearing Registration Serial No. 4537/2010, dated 18/06/2010 with 1) **SHRI BHADRACHALAM RAJ ESH ADEP**, 2) **SHRI SRIKANT BHADRACHALAM ADEP**, 2) **SHRI SRIHARI BHADRACHALAM ADEP**, the Promoters herein, and also have executed a registered Power of Attorney, bearing Registration Serial No. 4538/2010, dated 1806/2010, in favour of the Promoters herein, thereby allowing and permitting the said Promoters to develop the said property by constructing a multi-storeyed R.C.C. building in accordance with the plans and specifications approved by the Concerned Municipal Authorities.

And Whereas the Promoters have obtained construction permission from the Bhiwandi Nizampur Municipal Council now known as Bhiwandi Nizampur City Municipal Corporation, vide order No. 27/2009-2010/TP-1943, dated 18/11/2010 for the construction of the Several Storey R.C.C. building on said land.

The Collector of Thane, has granted Non-agricultural permission vide Order No. REV/DESK-I/T-8/NAP/SR-39/2011, dated 09/05/2011, for Non-Agricultural use of the said land for

construction of the R.C.C. Structure thereon, for residential cum commercial purpose on the said land.

In pursuance of the said Development Agreement and the Bhiwandi Nizampur City Municipal Corporation permission, the said land owners have put the Promoters in actual/physical possession of the said land and accordingly the Promoters have started construction of R.C.C. building on the said property, in accordance to the plan approved by the Bhiwandi Nizampur City Municipal Corporation.

AND whereas by virtue of the above-mentioned Development Agreement bearing Registration Serial No. 4527/2010, dated 18/06/2010 and Agreement For Sale bearing Registration Serial No. 4537/2010, and registered Power of Attorney, bearing Registration Serial No. 4528/2010, 4538/2010, dated 18/06/2010, the Promoters herein are entitled to the said property, and has a right to sell or dispose off the said Flats/ Flats/Offices/garages/open parking space/Godowns in the said proposed buildings.

THAT, the Promoters hereto have agreed to carry on in partnership business of Development of land & Construction at Village Bhadwad, Taluka Bhiwandi, of land bearing Survey Nos. 69/1part, 69/1part, 69/1part, 69/1part, totally admeasuring about 12200.00 Sq. Mtrs; which by virtue of Registered Development Agreement bearing Serial Nos. 4528/2010, 4527/2010, 4535/2010, 4536/2010, 4529/2010, 4533/2010, 4522/2010, 4530/2010, 4534/2010, 4537/2010, 4538/2010, all are dated 18/06/2010, with Joint-Sub-Registrar of Assurances at Bhiwand, the Partners herein are taken in their individual Capacity, now they are desirous to do the

development of the same in the firm name and style of “M/S. SHRI TIRUPATI REALTY”, having its office at C-1/1502, Sunflower Building, Runwal Garden City, Opp Balkum Ocrai Naka, Balkum, Thane (West) 400608;

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible floor space index to be used and utilized on the said land as may be granted by the Collector of Thane and/or Assistant Director Town Planning Thane and/or any appropriate authority from time to time for construction of buildings on the said land and further the Promoters have given the clear inspection of the plans and specifications to the Purchaser/s herein as regards the sanctioned buildings to be constructed on the said land as per the sanctions and approvals to be obtained from the Collector of Thane and/or Assistant Director Town Planning Thane and/or any appropriate authority by using and utilizing the maximum potentiality of floor space index, transferable development rights, incentives and increases in floor space index, staircase floor space index and other incentives to be obtained by paying premium thereto from time to time.

AND WHEREAS the Promoters have disclosed and brought to the clear notice and knowledge of the Purchaser/s herein that the entire scheme of construction consists of **several buildings** and have also shown the lay-out, scheme of construction, the existing and proposed infrastructural facilities and have also made aware that **certain buildings are completed in all respect, certain buildings are under**

construction and in progress and that in all events, the Promoters will as per the prevailing laws, rules, enactments and statutes shall follow the due process of law and obtain the revised sanctions, alterations and modifications and shall proceed with the construction work from time to time and shall exploit the maximum potentiality of floor space index and during the course of construction and completion of the entire scheme of construction will form a policy for the formation of the ad-hoc committee of the Promoters, co-operative housing society as well as the conveyance of the land and buildings to be transferred to the co-operative housing society and shall also make the arrangement and provision of the common infrastructural amenities and facilities to be used, utilized and enjoyed by all the flat purchasers in the scheme of construction in common.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser/s herein for which the Purchaser/s has/have/have granted his/her/their express and irrevocable consent and confirmation for the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser/s to which the Purchaser/s has/have/have granted his/ her consent, the Purchaser/s is offered a Flat / Shop / Office / Unit bearing No. \_\_\_\_, area admeasuring \_\_\_\_\_ Sq. Fts., equivalent to \_\_\_\_\_ Sq. Mtrs., i.e. Carpet Area; on \_\_\_\_\_ Floor, in R.C.C. Building named as

“\_\_\_\_\_”; (herein after referred to as the said “premises”) being constructed on the said land described in the Schedule hereunder written.

AND WHEREAS the Purchaser/s after going through the entire disclosures, the future course of expansion and development for building and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and/or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his/her/their express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_, authenticated copy is attached in Annexure “F”;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design

and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS on demand from the Purchaser/s, the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters Architects M/s. \_\_\_\_\_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure “A” and “B”, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure “C-1”.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure “C-2”.



AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure "D".

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser/s herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Promoters declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS the Purchaser/s has/have/have applied to the Promoters for allotment of Flat / Shop / Office / Unit bearing No. \_\_\_\_, area admeasuring \_\_\_\_\_ Sq. Fts., equivalent to \_\_\_\_\_ Sq. Mtrs., i.e. Carpet Area; on \_\_\_\_\_ Floor, in R.C.C. Building named as “\_\_\_\_\_”; being constructed on the said land described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises is \_\_\_\_\_ square meters which includes the area of enclosed balconies as per sanctioned plan and “carpet area” means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said premises.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchaser/s has/have/have paid to the Promoters a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs) only, being part payment of the sale consideration of the said premises agreed to be sold by the Promoters to the

Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoters has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ No. \_\_\_\_\_;

AND WHEREAS, under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Premises with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

IN accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said premises and the garage / covered parking (if applicable).

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

1. THE Promoters have constructed the buildings on the said land in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s as per the plans and permissions to be sanctioned on the said land described in

the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) (i) The Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s, the said premises being Flat / Shop / Office / Unit bearing No. \_\_\_\_\_, area admeasuring \_\_\_\_\_ Sq. Fts., equivalent to \_\_\_\_\_ Sq. Mtrs., i.e. Carpet Area; on \_\_\_\_\_ Floor, in R.C.C. Building named as “\_\_\_\_\_”; (hereinafter referred to as “the Premises”) as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) including Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) the proportionate price of the common areas and facilities appurtenant to the said premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to

the Purchaser/s garage bearing Nos. \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and/or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

(iii) The Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s covered parking spaces bearing Nos. \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and/or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

1(a) The total aggregate consideration amount for the said premises including garages/covered parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

1(c) The Purchaser/s has/have paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Promoters in the following manner :-

- i. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.
- ii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 45% of the total consideration)

to be paid to the Promoters on completion of the Plinth of the building or wing in which the said premises is located.

- iii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said premises is located.
- iv. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- v. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said premises.
- vi. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is located.
- vii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby.s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreeemnt of Sale of the building

or wing in which the said premises is located.

- viii. Balance Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) against and at the time of handing over of the possession of the Premises to the said Premises on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order / RTGS / NEFT to be drawn in favour to

**M/S. SHRI TIRUPATI REALTY**

A/C No:

IFSC CODE :

Bank :

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1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Goods and Services Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said premises and the same will be paid by the Purchaser/s to the Promoters as and when demanded.

1(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 Promoters undertakes and agrees that

while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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/s, which shall only be applicable on subsequent payments.

1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments @ 1% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

1(g) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s 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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Purchaser/s authorizes the Promoters to adjust/



appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

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

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

2.2. Time is essence for the Promoters as well as the Purchaser/s. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser/s shall make timely payments of the 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 Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available and consumed as on date for wing \_\_\_\_\_ sq. meters and Promoters have planned to utilize Floor Space Index of 1000 sq. meters approx. by availing

of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of \_\_\_\_\_ sq. meters as proposed to be utilized by him on the project land in the said Project and Purchaser/s has/have/have agreed to purchase the said Premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1. If the Promoters fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Promoters.

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

of installments, the Promoters shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser/s to the Promoters.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall deduct 20% of the total amount of consideration received from the Purchaser/s and shall refund the balance amount within a period of thirty days of the termination, the installments of sale consideration of the said Premises which may till then have been paid by the Purchaser/s to the Promoter/s.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoters in the said building and the Premises as are set out in Annexure "E", annexed hereto.

6. The Promoters shall give possession of the said premises to the Purchaser/s on or before \_\_\_\_\_ with an extension in time thereof for six months or so. If the Promoters fails or neglects to give possession of the Premises to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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

- i) Non-availability of steel, cement other building materials, water or electric supply and labour;
- ii) War, civil commotion or Act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser/s agrees that the Promoters shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Purchaser/s the entire amount received by the Promoters from the Allotment within 30 days from that date. After any refund of the

money paid by the Purchaser/s, Purchaser/s agrees that he/she shall not have any rights, claims, etc., against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.1 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said premises to the Purchaser/s in terms of this Agreement to be taken within 3 months (three months) from the date of issue of such notice and the Promoters shall give possession of the said premises to the Purchaser/s. The Promoters agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Purchaser/s s, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the said premises within 15 days of the written notice from the Promoters to the Purchaser/s intimating that the said premises are ready for use and occupancy:

7.3 Failure of Purchaser/s to take Possession of Said Premises from the Promoters: Upon receiving a written intimation from the Promoters as per clause 8.1, the Purchaser/s shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the

said premises to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 8.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoters, any damage due to wear and tear of whatsoever nature caused thereto, the Promoters shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser/s and the Purchaser/s alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser/s shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing.

8. The Purchaser/s shall use the said premises or any part thereof or permit the same to be used only for purpose of residence/ office/ show-room/ shop/ godown for carrying on any industry or business, which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser/s along with other Purchaser/s(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoters may decide and 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 for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and

management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

9.1. The Promoters after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser/s herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoters herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and



knowledge of the Purchaser/s herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoters in exercising all the right, title, interest, powers and authorities vested in them in respect of the said land, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser/s, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser/s that the Purchaser/s is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

9.2. Within 15 days after notice in writing is given by the Promoters to the Purchaser/s that the Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and

the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs.\_\_\_\_ per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

10. The Purchaser/s shall to the Promoters on or before delivery of possession of the said premises or on demand -

- i) requisite amounts to the Owners / Promoters on demand and/or prior to taking the possession of the said flat towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
- ii) Requisite amount and charges on account of service tax, goods and services tax, value added tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.
- iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession)

as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.

iv) the grill charges, electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

11. The Purchaser/s shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoters, the Purchaser/s" share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Promoters, the Purchaser/s" share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoters have clear and marketable title with

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

ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

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

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

vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which

will, in any manner, affect the rights of Purchaser/s under this Agreement;

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Association of Purchaser/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area soft he Structure to the Association of the Purchaser/s;

x. The Promoters has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the said premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;

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

xii. the Promoters will only pay the municipal tax for the unsold flats / shops / units and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said flats / shops / units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

14. The Purchaser/s or himself/ themselves with intention to

bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoters as follows :-

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

ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public

authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.

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

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

ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and necessary intimation is provided to the Promoters and no objection therefore is sought by the purchaser from the Promoters for such transfer and assignment.

x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/ Apex Body/ Federation regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoters and their



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

xii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Promoter and their surveyors 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

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Promoters shall be entitled to sell the said premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser/s herein along with the other Purchaser/s shall not raise any objection for such non-residential use of the said premises sold by the Promoters to the intending Purchaser/s.

17. The Purchaser/s has/have/have seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the said premises in the said buildings and accordingly the Purchaser/s of the said premises in the said

buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

18. THE Purchaser/s shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the said premises allotted to the purchaser.

19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser/s herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoters shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser/s herein shall not object the said right of the Promoters in any manner.

20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoters to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority

and all other concerned government bodies and authorities and also subject to the Promoters right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said land as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser/s that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser/s shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters. The Promoters agree and undertake such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank and the Promoters shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser/s under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser/s herein, and the Promoters further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said land

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces

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

23. Notwithstanding any other provisions of this agreement the Promoters have disclosed and brought to the knowledge of the Purchaser/s that it shall be at the sole and absolute discretion of the Promoters:

a) to form a separate/combined co-operative housing society or limited company or condominium of Premises or any other body or bodies of Purchaser/s to be formed and constituted.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

e) to decide from time to time when and what sort of document of transfer should be executed.

f) to grant of right of access/way from and through the said land to the adjacent buildings and plots as well as the easement rights of the said land.

g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and

to convey the said land and the building to a apex body.

h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser/s has/have/have clearly understood the same and in confirmation thereof has granted his/her/their clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein

24. The Promoters have shown the layout of the entire property to the Purchaser/s and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser/s covenant with the Promoters as under :-

- i) That as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) Fencing, partition, retaining walls will not be constructed between the buildings.
- iii) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) Location of electric transformer/ sub-station shall be earmarked/ defined by the Architect of the Promoters
- v) Common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Promoters.
- vi) The execution of the external compound wall will be as per the design and specification of the architect of promoters

and the elevation of the buildings shall not be changed or altered.

vii) Each building shall be maintained in good and proper condition along with the unobstructed right of access.

viii) the Promoters shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.

ix) the Promoters have also brought to the knowledge of the Purchaser/s that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoters and the Purchaser/s herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser/s shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

25. The Promoters have clearly brought to the notice and knowledge of the Purchaser/s that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said land and / or the adjacent property in the manner herein recited

and the Purchaser/s has/have/have clearly understood the same and in confirmation thereof has granted his/her/their clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein

#### 26. PROMOTER SHALL NOT MORTGAGE OR CREATIVE A CHARGE

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

#### 27. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s 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/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser/s (s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be

treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

#### 28. ENTIRE AGREEMENT

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

#### 29. RIGHT TO AMEND

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

#### 30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

#### 31. SEVERABILITY

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.

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

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

33. FURTHER ASSURANCES

The Parties herein 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.

34. PLACE OF EXECUTION

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

35. The Purchaser/s and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at

the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

It shall be the duty of the Purchaser/s and the promoter to inform each other their address, email ID or any change in address or email ID 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 Purchaser/s, as the case may be.

#### 37. JOINT PURCHASERS

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

38. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser/s alone.

39. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and

Development) Act, 2016, Rules and Regulations, there under.

40. GOVERNING LAW

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

41. The name of the Project and building shall be "TIRUPATI HEIGHTS" and this name shall not be changed without the written consent of the Promoters. The name of association shall also be decided by the Promoters at their discretion.

42. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser/s and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.

43. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

ALL THAT PIECE AND PACEL OF LAND, admeasuring about 3620.00 Sq. Mtrs.; bearing Survey Nos. 69/1paiki, 69/1paiki; situate, lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane, State

Maharashtra and bounded as follows:

On or towards East :

On or towards West :

On or towards South :

On or towards North :

together with all easement rights and benefits

Description of the said land on which the building No. A and B is proposed to be constructed and conveyed to the cooperative housing society or corporate body:

All that portion of land admeasuring \_\_\_\_\_ sq. metres on which the Building No. A and Building No. B are proposed to be constructed as per sanctioned plan and / or revised plan and forming a part of ALL THAT PIECE AND PACEL OF LAND, admeasuring about 3620.00 Sq. Mtrs.; bearing Survey Nos. 69/1paiki, 69/1paiki; situate, lying and being at Mouje Bhadwad, Taluka Bhiwandi, Dist. Thane; within the limits of Bhiwandi Nizampur City Municipal Corporation, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane, State Maharashtra On or On or towards East :

On or towards West :

On or towards South :

On or towards North :

together with right of access from the existing road.

#### SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

Common roads, drainage, sewers, Septic tank, Soak Pit, Bore

well, Solar Heater, Rain Water Harvesting, Common water Pumps, underground and overhead Tanks, water pipe lines, street lights and ..... (details of garden, amenity spaces etc.)

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED )  
 BY THE WITHIN- NAMED "DEVELOPERS" )  
**1) SHRI BHADRACHALAM RAJ ESH ADEP** ) \_\_\_\_\_  
 )  
 )  
 )  
**2) SHRI SRIKANT BHADRACHALAM ADEP** ) \_\_\_\_\_  
 )  
 )  
 )  
**3) SHRI SRIHARI BHADRACHALAM ADEP** ) \_\_\_\_\_  
 )  
 )  
 )

SIGNED, SEALED AND DELIVERED )  
 BY THE WITHIN- NAMED "PURCHASER" )  
 \_\_\_\_\_ ) \_\_\_\_\_  
 )  
 )  
 )

WITNESS:-

1. \_\_\_\_\_

2

## RECEIPT

Received a sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only)  
 from time to time prior to execution of this agreement in the  
 following manner

Date	Cheque No.	Amount	Bank

from the purchaser herein as and by way of advance / part

consideration subject to realization.

I/ We say received

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ANNEXURE – A - - Copy of Title Report

ANNEXURE – B - - Copy of Property Card or extract Village Forms VI or VII and XII

ANNEXURE – C-1 - Copies of plans & Layout as approved by concerned Local Authority

ANNEXURE - C-2 - Copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE – D - Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser/s as approved by the concerned local authority

ANNEXURE – E - Specification and amenities for the Premises,

ANNEXURE – F - Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority. – to be obtained in due course