

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT AMBERNATH

ON THIS ____ DAY OF _____ 20__

BETWEEN

M/s. **Ankita Builders**, a partnership firm, having its office at Survey No.11, 12/12, 15/7, Daisy Gardens Building No.2 Kamlakar Nagar, Khoj Khuntvali, Ambernath (West), District Thane through its partner _____ hereinafter called and referred to as the **Promoter** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the persons constituting the said firm for the time being, their respective heirs, executors, administrators and assigns) being the Party of the First Part

A N D

aged about _____ years, occupation _____ residing at _____

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

WHEREAS Smt Indubai Maruti Bhoir and others are the owners of the all those pieces and parcels of land lying, being and situate at village Khoj khuntvali, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing:

Survey No.	Hissa No.	Area (Sq. metres)
11	--	2550
12	12	9840

hereinafter for the sake of brevity called and referred to as "the Property No. I".

AND WHEREAS by and under an Agreement for Sale dated 01.09.2010 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 3548/2010 on 03.09.2010, the said owners have agreed to sell the Property No. I to the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof the above said Owners also granted power of attorney on 01.09.2010 in favors of the Promoter and the same is registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No.3549/2010 on 03.09.2010;

AND WHEREAS Shri Maruti Kalu Bhoir, Shri Vishnu Ganpat Bhoir, Shri Krishna Gopal Bhoir and Shri Tanaji Gopal Bhoir are the owners of all that piece and parcel of land lying, being and situate at village Kohojkhuntvali, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing:

Survey No.	Hissa No.	Area (Sq. metres)
15	7	5300

and the said co-owners being family members have notionally identified, earmarked and divided the area fallen to their respective share and are seized and possessed of and well and sufficiently entitled to such respective shares and by and under different agreements have agreed to sell their respective shares to the Promoter herein and the details whereof are as under:

- i) by and under an Agreement for Sale dated 08.10.2010 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 4159/2010 on 20.10.2010, Shri Vishnu Ganpat Bhoir, Shri Ramesh Ganpat Bhoir and Shri Ashok Ganpat Bhoir have agreed to sell 1800 sq. meters area possessed by them and fallen to their share to the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof have also granted power of attorney in favour of Promoter registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 4160/2010;
- ii) by and under An Agreement for Sale dated 08.10.2010 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 4155/2010 on 20.10.2010, Smt Vsanti Krishna Bhoir and her family members have agreed to sell their 900 sq. meters area possessed by them and fallen to their share to the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof have also granted power of attorney in favour of Promoter registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 4156/2010;

- iii) by and under An Agreement for Sale dated 07.02.2011 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 640/2011 on 08.02.2011, Smt Indubai Maruti Bhoir and her family members have agreed to sell 800 sq.meters area out of the 1700 sq.meters area possessed by them and fallen to their share to the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof have also granted power of attorney in favour of Promoter registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 641/2011;
- iv) by and under An Agreement for Sale dated 10.10.2011 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 5091/2011 on 12.10.2011, Smt Indubai Maruti Bhoir and her family members have agreed to sell balance 900 sq.meters area (shown on the plan by blue color and marked as future expansion) possessed by them and fallen to their share to the Promoter herein at and for the price/ consideration and on the terms and conditions therein contained and in pursuance thereof have also granted power of attorney in favour of Promoter registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 5092/2011;

AND WHEREAS in the manner as mentioned in the above paragraphs in detail, the Promoter is well and sufficiently entitled to 4400 sq.meters area out of the property bearing Survey No.15 Hissa No.7.

AND WHEREAS the balance area admeasuring 900 sq. meters out of the Survey No. 15 Hissa No.7 fallen to the share of and in possession of one of the co-owner Shri Tanaji Gopal Bhoir is retained by him and such area admeasuring 900 sq.meters is physically divided due to 12 meter D.P.Road and is shown on the plan annexed hereto by Black colour lines and the said area does not form a part and parcel of the present scheme of construction however the said co-owner has expressly agreed, understood, consented, confirmed and ratified the sell and grant of the respective shares by the respective co-owners of their respective shares in the land bearing Survey No.15 Hissa No.7 in favour of the Promoter herein. Further the said co-owner Tanaji Gopal Bhoir has also seen, inspected, verified and scrutinised the agreements, deeds and documents including power of attorneys, copy of sanctioned plan, building permission, copy of non-agricultural permission and has satisfied himself that the area retained by him admeasuring 900 sq.meters topographically divided from the remaining land due to road does not form an integral part of the present scheme of construction and being satisfied and contended thereof has executed a Deed of Confirmation dated 18.10.2011 in favour of the Promoter herein and has granted his express and irrevocable consent for all the acts, deeds, matters and things

performed by the Promoter herein in due course of the development of the said housing scheme thereby retaining his 900 sq.meters area as shown on the plan.

AND WHEREAS the owners of Property No. I and II being the members of Bhoir family have filed the return under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 for the said property No. I and II along with their other properties and by and under the order bearing No. ULC/ULN/6(1)/SR-18/Kohoj Khuntvali dated 31.12.1983 and by and under the said order, some area out of the Property No.I and II was declared as surplus land and such surplus lands were vested in the name of Government of Maharashtra, however by under the order passed by Hon'ble High Court, Mumbai in the Writ Petition No. 591/2008, the endorsement of Government of Maharashtra is deleted from the extracts of 7/12 and such surplus lands are re-granted in the name of the owners.

AND WHEREAS out of the said property the land bearing Survey No.12 Hissa No.12 and Survey No. 15 Hissa No.7 is converted to non-agricultural tenure under the order issued by the Collector, Thane under No. Mahasul/K-1/T-14/NAP/SR-15/11 dated 25.05.2011 and out of the said property the land bearing Survey No.11 Hissa No.-- is converted to non-agricultural tenure under the order issued by the Collector, Thane under No. Mahasul/K-1/T-14/NAP/SR-49/11 dated 17.11.2011.

AND WHEREAS Ambernath Municipal Council has sanctioned the building plans and issued the Building Commencement Certificate for the land admeasuring Survey No.12 Hissa No.12 and Survey No. 15 Hissa No.7 under No. ANP/NRV/BP/10-11/1627/1926/94 dated 18.02.2011 and under No. ANP/NRV/BP/10-11/1626/1925/93 dated 18.02.2011 for the land bearing Survey No.11 Hissa No.--.

AND WHEREAS in pursuance to the rights and authorities conferred upon the Promoters by and under the virtue of the above referred agreement as well as the sanctions, permissions and orders granted by the concerned authorities, the Promoters are desirous to carry out the scheme of construction known as **Daisy Gardens** by amalgamating all those pieces and parcels of land along with other lands and to have a larger scheme of construction which comprises of various buildings, row houses, commercial units, garages etc. and further there are certain reservations and various infrastructural facilities as shown on the plan annexed hereto.

AND WHEREAS further by and under a Deed of Conveyance dated 02.02.2012 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 624/2012, the Promoter has acquired the pieces and parcels of land lying, being and situate at village Kohojkhuntvali, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing Survey

No.12 Hissa No.3 admeasuring 1100 sq. meters along with other lands and the Promoter has amalgamated the said land viz. Survey No. 12/3 with the land bearing Survey No. 12/12 and 15/7 and have obtained the revised building permission from the Ambernath Municipal Council under No. ANP/NRV/BP/15-16/105/8510/20 dated 08.05.2015 and the Promoter has further obtained the revised building permission for the land bearing Survey No. 11 from the Ambernath Municipal Council under No. ANP/NRV/BP/15-16/720/8566/76 dated 01.09.2015.

AND WHEREAS the said scheme of construction Daisy Gardens, the Promoter has completed the construction of Building Type B1 (Building No.3) and Building Type C (Building No. 4) and have obtained the Building Completion Certificate from the Ambernath Municipal Council under No. ANP/NRV/14-15/1206 dated 07.01.2015 and further the Promoter has also completed the construction work of following building viz.

Building Type A (Building No. 2) – ground + 7 floors

Building Type B (Building No. 1) –ground + 7 floors

Building Type A 1 (Building No. 5) –ground + 7 floors

Building Type B 2 (Building No. 6) –ground + 7 floors

Building Type C (Building No. 7) –ground + 7 floors

Building Type C (Building No. 8) –ground + 7 floors

Building Type C (Building No. 9) –ground + 7 floors

Row Houses No. 1 to 7

and has also applied for the completion certificate thereof and the same is pending from the Ambernath Municipal Council

AND WHEREAS out of the entire amalgamated land, an area admeasuring 2280 sq. meters is affected by 12 meters D.P. Road and further area is affected by 9 meter wide internal road as shown on the plan annexed hereto.

AND WHEREAS as per the amalgamated revised plan, the Promoter is constructing Building No. 10, 11 and 12 in the said scheme of construction known as Daisy Gardens.

AND WHEREAS in pursuance to the sanctioned plans and permissions and subject to the terms, conditions, stipulations and compliances to be performed thereof, the Promoters are entitled to commence, carry out the construction

work and presently the Promoters have decided to carry out the construction on the amalgamated lands totally admeasuring 17890 sq. meters as shown on the plan annexed hereto which is hereinafter called and referred to as the “**said property**”.

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered thereby amalgamating the said property with the other adjacent lands and having the consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible floor space index to be used and utilized on the said property as may be granted by the Ambernath Municipal Council as well as the Promoters have intended to amalgamate the said property along with other adjacent properties thereby forming a scheme of construction and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the completed buildings, existing sanctioned buildings and the further proposed expansion, amalgamation and extension the said property and the same is also shown on the plan annexed hereto by red colour.

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser that the gymnasium, club house, swimming pool, indoor games and recreational facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property as well as other amalgamated properties which may be purchased from time to time by the Promoters at their own discretion and which shall form an integral part of the entire proposed scheme of construction and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him;

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

AND WHEREAS in the scheme of construction known as **Daisy Gardens** which comprises of various buildings, row houses, commercial units, garages etc. and further there are certain reservations and various infrastructural facilities as shown on the plan annexed hereto and the same shall not form an integral part of the land to be conveyed to the cooperative housing society or any corporate body as the case may be and during the course of construction the Promoters shall have every right and authority to shift such reservations as permitted by the municipal authorities. The Promoter has clearly disclosed said fact about the mode and manner of execution of conveyance / ultimate document of transfer and the said fact shall be expressly and categorically mentioned in the

procedure of formation and registration of co-operative housing society and the purchaser and/or the cooperative housing society shall not demand separate and independent deed of transfer in their favour in any manner whatsoever.

AND WHEREAS the Promoter have disclosed and brought to the clear notice and knowledge of the Purchaser 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 some buildings are completed in all respect, some buildings are under construction and in progress and the Promoter 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 Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force and the Promoters are entitled and enjoined upon to construct the buildings on the the project land in the manner as recited hereinabove and in accordance with the sanctioned plans and permissions.

AND WHEREAS the Purchaser is offered a flat / shop / office / unit / Row House bearing No. ____ admeasuring _____ sq. meters carpet + ____ sq. meters balcony + _____ sq. meters open terrace on the ____ floor, (herein after referred to as the said "premises") in the Building Type ____, Building No. ____ (herein after referred to as the said "Building") being constructed on the said property in the scheme of construction " Daisy Gardens" described in the First Schedule hereunder written.

AND WHEREAS the Purchaser after going through the entire disclosures 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 in the scheme of construction "Daisy Gardens" 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 by the concerned town planning authorities

from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoter has 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 Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter has agreed that in permitted time period the Promoter will register the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects 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 Promoter, 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 Promoter to the project land on which the Apartments 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 Promoter 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 Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has 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 is also disclosed and brought to the notice and knowledge of the Purchaser 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 Promoter 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 Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of flat / shop / office / unit / Row House bearing No. ____ admeasuring _____ sq. meters carpet + ____ sq. meters balcony + _____ sq. meters open terrace on the ____ floor, (herein after referred to as the said "premises") in the Building Type _____, Building No. _____ (herein after referred to as the said "Building") being constructed on the said property in the scheme of construction " Daisy Gardens" described in the First Schedule hereunder written.

AND WHEREAS the carpet area of the said premises is _____ square meters 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 flat/unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the 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 has paid to the Promoter a sum of Rs _____ (Rupees _____) only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser, 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 Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property 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. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being flat / shop / office / unit / Row House bearing No. ____ admeasuring _____ sq. meters carpet + _____ sq. meters balcony + _____ sq. meters open terrace on the _____ floor, (herein after referred to as the said "premises") in the Building Type _____, Building No. _____ (herein after referred to as the said "Building") being constructed on the said property in the scheme of construction " Daisy Gardens" described in the First Schedule hereunder written 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 the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Purchaser has agreed and assured to pay the total consideration of Rs _____ (Rupees _____ only) to the Promoter in the following manner -

i) Rs.10% paid as advance payment or application fee at the time of execution of this agreement.

- ii) Rs.35% to be paid to the Promoter on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs.25% to be paid to the Promoter on completion of slabs of the wing in which the said Premises is situated.
- iv) Rs.05% to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- v) Rs.05% to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.
- vi) Rs.05% to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is situated.
- vii) Rs.10% to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.
- viii) Rs.05% be paid to the Promoter at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

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

M/s _____

A/C No: _____

IFSC CODE : _____

Bank _____

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter) up to the date of handing over the possession of the said premises and the same will be paid by the Purchaser to the Promoter 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 Promoter 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 Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 1% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 3 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser 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. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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 authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter 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 Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 17890 square meters only and Promoter has planned to utilize Floor Space Index of 1.00 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 Promoter has disclosed the Floor Space Index of 1.40 as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

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 Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before 30th day of June 2020 with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to 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 agrees that the Promoter 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 agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Apartments are ready for use and occupancy:
- 7.3 **Failure of Purchaser to take Possession of Said Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the

Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser 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, the Purchaser brings to the notice of the Promoter 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser 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 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 Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.
8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of 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 along with other Purchaser(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 Promoter 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 Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the

Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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 Promoter 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 Promoter 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 Promoter 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 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 Promoter 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 herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, 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, the cooperative housing society or association or limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser 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 Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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 shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. 3.00 per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter 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 Promoter to the Society or the Limited Company, as the case may be.
10. The Purchaser 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 shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter 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 shall pay to the Promoter, the Purchasers' 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 shall pay to the Promoter, the Purchasers' 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 Promoter hereby represents and warrants to the Purchaser as follows:
- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft he Structure to the Association of the Purchasers;
- x. x. The Promoter 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 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 property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the flat/unit may come, hereby covenants with the Promoter 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 Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment 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 Apartment 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 Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 committing any act in contravention of the above provision, the Purchaser 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment 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 Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no

objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.

- x. The Purchaser 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 Apartments 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 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 Apartment 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 Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser 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 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 herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
 - 17. The Purchaser has 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 premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation 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 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 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 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 Promoter 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 herein shall not object the said right of the Promoter 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 sanctions, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter 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 Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

The Purchaser/s hereby declare and confirm 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 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 Colors 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.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.
22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to

transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
24. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter :
- a) to form a co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers 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 property to the adjacent buildings and plots as well as the easement rights of the said property.
 - g) to execute the conveyance of the said property 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.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her 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 Promoter herein

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser 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) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
 - iii) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
 - iv) 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.
 - v) the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said building constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance,

26. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter 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 and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

28. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises 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 Purchasers 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

35. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
36. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter 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 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, as the case may be.

37. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

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 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 and the Civil Courts will have the jurisdiction for this Agreement

41. This agreement shall, to the extent they are statutory, 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective signatures to this Agreement in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcels of land lying, being and situate at village Kohojkhuntvali, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing:

Survey No.	Hissa No.	Area (Sq. metres)
11	--	2550
12	12	9840
15	7	4400
12	3	1100

On or towards East :
 On or towards West :
 On or towards North :
 On or towards South :
 together with all easement rights etc.,

Details of the buildings already completed :

Building Type A (Building No. 2) – ground + 7 floors

Building Type B (Building No. 1) –ground + 7 floors

Building Type A 1 (Building No. 5) –ground + 7 floors

Building Type B 2 (Building No. 6) –ground + 7 floors

Building Type C (Building No. 7) –ground + 7 floors

Building Type C (Building No. 8) –ground + 7 floors

Building Type C (Building No. 9) –ground + 7 floors

Row Houses No. 1 to 7

Details of the building under construction :

Building Type D (Building No. 10) – ground + 7 floors

Building Type D (Building No. 11) –ground + 7 floors

Building Type D 1 (Building No. 12) –ground + 7 floors

Building Type A (Building No. 1) –STILT + 7 floors

Building Type B (Building No. 2) –STILT + 7 floors

Building Type C (Building No. 3) –STILT + 6 floors

SECOND SCHEDULE ABOVE REFERRED TO

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

ANNEXURE – A - Copy of Title Report

ANNEXURE –B - Copy of Search Report

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

ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Promoter 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 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.

SIGNED & DELIVERED

by the within named

Promoters

SIGNED & DELIVERED

by the within named

Purchaser/s

WITNESS:

1. Name: _____

2. Name: _____

RECEIPT

Received a sum of Rs. _____ (Rupees _____ 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 realisation.

I/We say received

CONSENT LETTER

From,

To,

M/s. **Ankita Builders**

Survey No.15/7,

Daisy Gardens Building No.1,

Kamlakar Nagar, Kohoj Khuntvali,

Ambernath, District Thane

Sub: Consent given to the Promoter individually by me

Sir,

I _____ the Purchaser of flat/shop/unit/row house No._____ on _____ floor in _____ wing admeasuring _____ sq.ft. carpet in the building type _____, Building No. _____ in the project known as "Daisy Gardens" do hereby provide and grant express, clear and specific consent to you for

- i) amalgamation of adjacent land bearing Survey No.12 Hissa No.3 admeasuring 830 sq. meters with the land bearing Survey No. 12/12, 15/7 in the said scheme of construction known as Daisy Gardens
- ii) revision of plans from time to time in respect of amalgamation of adjacent lands, future expansion of buildings by availing, using, utilising and consuming of entire and maximum available floor space index as well as potentiality of transferable development rights, staircase floor space index as well as increases and incentives from time to time and
- iii) proportionate sharing of common infrastructural, recreational facilities, amenities, internal roads, open spaces and common area together with the purchasers of the other buildings to be constructed in scheme of construction known as Daisy Gardens.
- iv) proportionate contribution for management, upkeepment and maintenance of the common infrastructural, recreational facilities, amenities, internal roads, open spaces along with the purchasers of future expansion buildings in the scheme of construction known as Daisy Gardens.

This is to state that the terms and conditions the agreement dated _____ registered at the office of Sub registrar of Assurances at Ulhasnagar under serial No. _____ under which I have agreed to purchase the above said flat/shop/unit/row house is and shall be binding upon me.

You have disclosed to me and I have granted my express consent for

- i) your option to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted on completion of the sale of all the flats and unit in the said scheme of construction.
- ii) your option 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 in the said scheme of construction.
- iii) your option to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- iv) your option to decide from time to time when and what sort of document of transfer should be executed.

I state that you have categorically disclosed to me that you have acquired the adjacent and abutting land bearing Survey No.12/3 admeasuring 830 sq. meters under the Deed of Conveyance dated 02.02.2012 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 624/2012 and have amalgamated the same in the said scheme of construction Daisy Gardens and have obtained the revised building permission from the Ambernath Municipal Council under No. ANP/NRV/BP/15-16/105/8510/20 dated 08.05.2015.

I state that you have further disclosed to me that you intend to acquire the transferable development rights incentives and increases in floor space index, staircase floor space index and other incentives by paying premium thereto from time to time and to construct additional floors on the building Nos. _____ and will obtain the revised sanction in due course thereby having sanction of ground plus _____ floors and I am aware of the same and have granted my express consent for the same and shall not raise any objection for the same and further on formation of cooperative housing society of all the buildings, you shall be entitled to enroll the flat purchasers of unsold flats as and when sold to the membership of such society.

I say and declare that the above consent also expressly allows you to do such changes in restricted amenities as and where disclosed for which I have no specific right other than the right to entry and use at your discretion or any person/agency on your behalf.

I state that the above express consent is given to you save and except to changes done in the flat / unit which I have agreed to purchase and the structure within the said flat / unit unless specifically instructed by me to do so. That all other statutory rights in regard change in carpet area of the flat / unit agreed to be purchase and the specification in the building shall remain unchanged unless I provide specific instruction to allow you to change the same for the reason given by me.

I re-iterate that in terms of the agreement dated _____ I shall abide by, accept and agree to the terms and conditions stated therein and the above express consent shall be in furtherance to the agreed terms read, accepted and executed by me including but not limiting to structural design and those which have been disclosed by you in different places and based on which I have executed the said agreement.

I state that my above express consent shall be filed as a part of your record.

Hence this consent.

(Purchaser)

Flat No. ____ Wing No. _____

Building No. _____

Building Name _____

Date : _____

From

M/s. **Ankita Builders**

Survey No.15/7,

Daisy Gardens Building No.1,

Kamlakar Nagar, Kohoj Khuntvali,

Ambernath, District Thane

To

Sub: Provisional Allotment of Flat

Madam/Sir,

This is to state that you are allotted flat /shop/unit/Row House premises being No._____ on _____ floor, admeasuring _____ sq.mt. carpet and open terrace of _____ sq. metres in Building No._____ Type _____ in the scheme of construction known as “Daisy Gardens” being constructed on all those pieces and parcels of land lying, being and situate at village Kohojkhuntvali, Taluka Ambernath, District Thane, within the limits of the Ambernath Municipal Council bearing Survey No.11, 12/12, 15/7 and 12/3 at and for the consideration Rs._____ (Rupees _____ only) and you are required to pay the said consideration in the following manner:

- i) Rs.10% paid as advance payment or application fee at the time of execution of this agreement.
- ii) Rs.35% to be paid to the Promoter on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs.25% to be paid to the Promoter on completion of slabs of the wing in which the said Premises is situated.
- iv) Rs.05% to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- v) Rs.05% to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.

- vi) Rs.05% to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is situated.
- vii) Rs.10% to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.
- viii) Rs.05% be paid to the Promoter at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The Purchaser shall pay on or before delivery of possession of the said premises

- i) requisite amounts to the Promoters on demand towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, infrastructural charges, electric meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
- ii) requisite amount and charges on account of goods and service tax, stamp duty and registration fees and any other taxes and levies as may be imposed by the concerned government and semi-government authorities as and when demanded by the Promoters.
- iii) electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

You shall also be liable to pay Rs. _____ per month being the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the goods and services tax as imposed by the Government or Semi Government authorities.

This is to bring to your kind attention that the construction work of the building in which you have agreed to book to flat / shop/unit/Row House is completed upto ____% and the building will be completed on _____ and the possession of the flat / shop/unit/Row House will be handed over to you on grant of building completion certificate/ occupation certificate by the Municipal Authority.

This is to further inform that the necessary changes, modifications and alterations will be carried out in the said building by obtaining revised sanctions and approvals.

It is to further inform you that this offer of allotment is valid only till _____ and on payment of 10% of the total cost of the flat/ shop/unit/Row House premises the said booking will stand confirm.

Hence this provisional allotment letter.

For M/s. Ankita Builders,

Authorised Signatory