

Ward No. :- 10/23 @ Rs. 46,300/- per Sq. Mtrs.
Village :- Katrap
Market Value :- Rs. _____/-
Actual Value :- Rs. _____/-
Stamp Duty :- Rs. _____/-
Flat/Shop/Unit Area :- _____ Sq. Mtrs. Carpet

“ SHREE”

AGREEMENT FOR SALE

THIS ARTICALES OF AGREEMENT made at KULGAON Taluka
Ambernath, Dist Thane; on this _____ day of _____, **2021.**

B E T W E E N

M/s. VINEET INFRA, a Proprietary Firm, through its Proprietor **Mr. Vineet Dattatray Thanekar**, aged 30 years Occupation: Business, holding **P.A.N.: AKCPT8460D**, having its registered office at : 003, Yogeshwar Apartment, Near Talathi Office, Kulgaon, Badlapur [East], Taluka Ambernath, District Thane, hereinafter called and referred to as **“THE PROMOTERS/ BUILDERS”** (which expression shall unless it be repugnant to the context or meaning thereof and include the partners or partner for the time being of the said firm, the survivor of them and their heirs, executors and administrators of the last survivor and their / his or her assigns of the **ONE PART**.

A N D

(1) Mr./Mrs. _____, Aged _____ Years, holding **P.A.N.:** _____, and **(2) Mr./Mrs.** _____, Aged _____ Years, holding **P.A.N.:** _____, both residing at

_____,
hereinafter referred to as **“THE PURCHASER/S”** (Which expression shall unless the context does not so admit includes his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS:

Om Ganesh Krupa Co-operative Housing Society Limited, (hereinafter referred to as **“the said Society”**) is absolutely seized and possessed and otherwise sufficiently entitled to all that piece and parcel of land owner of property bearing Survey No. 30, Hissa No. 1/8, and Plot No. 4, area admeasuring 585 Sq. Mtrs. alongwith old building structure situated at Village Katrap, Taluka Ambernath, District Thane;

AND WHEREAS the said society has granted Development rights of land bearing Survey No. 30, Hissa No. 1/8, and Plot No. 4, area admeasuring 585 Sq. Mtrs. alongwith old building structure situated at Village Katrap, Taluka

Ambernath District Thane to the Promoters by Development Agreement dated 27.03.2021, the said Development Agreement is duly registered at sub-registrar, Ulhasnagar- 2 by register bearing No.5725/2021 registered on 05.04.2021. And the said society given Separate power of attorney in favour of the Promoters for enabling them to develop the said land by constructing thereon building/s of dwelling units, and other units and selling the said units to prospective flat/Unit Purchasers on ownership basis. The said Power of Attorney is duly registered at serial No. 5726/2021 on dated 05.04.2021 . The said Development Agreement and Power of Attorney is still valid and subsisting. The said property is more particularly described in the First Schedule hereunder written and referred to as **“the said Land”**.

AND WHEREAS accordingly as per new rules the said land is converted to non- agriculture use by the order of the Hon'ble Collector, Office Thane, District Thane vide its office order No. REV/DESK/I/NAP/VIII/SR-473, dated 31.01.1983.

AND WHEREAS the Developers herein have got approved from the Kulgaon Badlapur Municipal Council the plans, the specifications, elevation, sections and details of the said buildings vide their No. KBNP/NRV/BP/3820/2021-2022, Unique No. 32, dated 06.05.2021; The Kulgaon Badlapur Municipal Council has granted the said building permission for permissible area admeasuring about 1335.60 Sq. Mtrs. out of total permissible area admeasuring about 1335.85 Sq. Mtrs., And thus, the said authority has granted construction permission of **Part Stilt + Ground Floor + 5 Upper Floors** Building upon said land.

AND WHEREAS by virtue of the above said agreements and Power of Attorneys the Promoters have the sole, absolute right to sell the flats/shops/units to prospective Purchaser/s on ownership basis, according to the provisions of the Real Estate (Regulation and Development) Act 2016.

AND WHEREAS the promoters have offered for sale of flats/shops/units in the said building that is now under construction to prospective buyer/s.

AND WHEREAS the Purchaser/s on getting knowledge that the various flats/shops/units under construction in the said building are offered for sale, expressed his/her/their desire to Purchase/s and or acquire on Ownership **Flat/Shop/Unit No.** _____ on the _____ **Floor**, in the _____ **Wing**, of building Name **“OM GANESH KRUPA CO-OPERATIVE HOUSING SOCIETY LTD.,”** which is to have Total **Carpet Area** of _____ **Sq. Mtrs.** ("carpet area" means the net usable floor area of flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat).

AND WHEREAS the price and/ or consideration of the said flat/shop/unit is agreed to be **Rs.** _____ **/- (Rupees** _____ **Only)**. The Purchaser/s further record/s and confirm/s that the consideration fixed is lump sum and is not calculated on the basis of the area that would be made available to the purchaser/s.

AND WHEREAS upon a request of the purchaser, the purchaser have made a full and true disclosure of the nature of their title to the said land on which the proposed buildings is to be constructed and have also given the Purchaser inspection of the plans and specifications of the said buildings 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 copies of Certificate of title of the said land issued, Advocate of the Promoters, copies of the extract of 7/12 or any other relevant document disclosing the nature of the title of the said land and the copies of the plans and specifications approved by Kulgaon Badlapur Municipal Council, and any other documents which are require to given under the Real Estate (Regulation and Development) Act 2016, are hereto annexed.

AND WHEREAS the purchaser/s has also inspected the documents relating to the said land himself/herself/themselves or through his/her/their attorney/agent and is satisfied about the promoter's title on the said land.

AND WHEREAS the purchaser/s has seen the site of building and the work of the construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the purchaser/s has been informed by the Promoters and thereof, knows that the Promoters have offered to sell all the respective flats/shops/units in the building under construction on the said land to different purchasers. And they executed Agreement for sale of the flats/shops/units with a clear-cut understanding to the Purchaser/s thereof, that the Purchaser/s who is taking the said flat/shop/unit ultimately shall join the rest of the purchaser/s in joining a Co- operative Housing Society and to become a member thereof.

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, the Promoters/Builders has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. _____;

AND WHEREAS, under section 13 of the said Act the Promoters/Builders 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.

AND WHEREAS in this agreement the term "**Flat**" shall include the **flat/shop/office/parking space** or any other premises hereby agreed to be sold and the term "**Purchaser**" shall include the **flat/shop/office/parking space purchaser** or the purchaser of any other premises hereby agreed to sell and the **Promoters/Builders** also includes singular the word "**Promoter**" or "**Builder**" and the "**purchaser**" includes plural and feminine gender of the purchaser.

AND WHEREAS the purchaser agrees to Purchase and the Promoters/ Builder to sale above- mentioned flats upon the terms and conditions herein after referred;

NOW THIS AGREEMENT WITNESS AND IT HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The promoters shall construct the said building as mentioned hereinabove in accordance with the plans, designs and specifications thereof, sanctioned and approved by the concerned planning authority. [i.e. Kulgaon-Badlapur Municipal Authority or Body. PROVIDED];

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the flat of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. The Purchaser/s hereby agree/s, to purchase and/ or acquire from the promoters and the promoters hereby agree/s to sell to the purchaser/s Flat/Shop No. _____ on the _____ **Floor**, in the _____ **Wing**, of building Name “ **OM GANESH KRUPA CO-OPERATIVE HOUSING SOCIETY LTD.,**” which is to have Total **Carpet Area** of _____ **Sq. Mtrs.** now under construction and more particularly described by showing it on the plan thereof hereto annexed and marked Annexure ‘D’ (herein after called ‘the said flat’) for a total consideration of **Rs. _____/- (Rupees _____ Only)**. The said consideration is to be paid by the purchaser/s to the Promoter at various stages of construction of the building in which flat/shop/unit is situated, in the following manner, that is to say:-

- a) Rs. 1,00,000/- of the total amount of consideration to be paid to the developers on or before the execution of these present as Earnest Money.
- b) 10% of the total amount of consideration to be paid on or before 15 days from booking (including Earnest Money).

- c) 10% of the total amount of the consideration to be paid on or before the First slab of the Ground floor.
- d) 10% of the total amount of consideration to be paid on or before the Second slab of the First floor.
- e) 10% of the total amount of consideration to be paid on or before the Third slab of the Second floor.
- f) 10% of the total amount of consideration to be paid on or before the Fourth slab of the Third floor.
- g) 10% of the total amount of consideration to be paid on or before the Fifth slab of the Fourth floor
- h) 10% of the total amount of consideration to be paid on or before the Sixth slab of the Fifth floor
- i) 10% of the total amount of the consideration to be paid on or before the work of brick.
- j) 10% of the total amount of the consideration to be paid on or before the work of External and Internal Plaster of the walls is completed.
- k) 5% of the total amount of the consideration to be paid on or before the work of the tiling.
- l) 5% of the total amount of consideration or balance amount of the consideration to be paid to the Developers at the time of the possession of flat is given to the purchaser.

3. The promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned planning Authority at the time of sanctioning the said plan and thereafter and may before handing over possession of the said flat/shop/unit to the Purchaser/s, obtain from the concerned Local Authority Occupation and/ or Completion Certificate in respect of the said flat/shop/unit.

4. The Promoters hereby declare that the floor space index available in respect of the said land is as shown in the approved plan, and that no part of the said floor space index has been utilized by the Promoters elsewhere, for any purpose what so ever.

5. The promoters do hereby agree that the title of said land is clear in the hands of promoter & the promoter is constructing building upon said land upon the specification of Kulgaon Badlapur Municipal Council thereon. The Promoter has disclosed all the common amenities to be given to purchaser/s.

6. a) The Purchaser/s agree/s that he/she/they shall pay each of the installments as stated in clause 2 ("a to k") hereinbefore indicated, as agreed and shall not commit any default. It is agreed that each of the prescribed stage of construction as fixed in the clause '2' of this Agreement., when any installment becomes due, the promoters shall make the demand of the due installments in writing (by the letter send under Certificate of Posting) and the Purchaser/s shall make the payments to the promoters at their office within 7 days from the receipt of such written communications. The purchaser/s agree/s that his/her/their failure to pay the agreed installments on demand within the period of 7 days as stipulated hereinabove shall be treated as a default on the part of the Purchaser/s, in which event the promoters will bring the present Agreement to its end. In such event the Purchaser/s will being entitled to the refund of the money paid to him/her/them after deduction there from, if any.

b) Provided always that the option or right if the promoters hereinbefore contain of rescinding this Agreement shall not, be exercised by the promoters unless and until the purchaser is given a 15 days prior notice in writing, by the promoters of their intention to terminate this Agreement mentioning therein on default on the part of the purchaser/s in payment of the amounts of installments and other outgoings.

c) The purchaser/s agree/s that he/ she/they shall not claim a refund of his/ her/their money immediately, and shall be entitled for refund only after a fresh booking of the said flat/shop/unit by the promoters. The purchaser/s agree/s that in case this Agreement is rescinded by them under this clause, promoters shall repay the purchaser/s his/her/their money on fresh booking of the said flat/shop/unit deducting any necessary charges it any.

d) It is hereby agreed that after the present Agreement is rescinded for reason stated in the clause, the promoters shall have the right to book the said flat/shop/unit again to the others buyers and the purchaser/s herein shall have no claim whatsoever of any/ or over the said flat/shop/unit.

e) After fresh booking of the said flat/shop/unit the promoters will inform the purchaser/s (who has committed a default) about the time and place to receive back his/ her/their money.

7. If the promoters elects not to exercise their option of rescinding the present Agreement on account of any default committed by the Purchaser/s as contemplated by Clause 6 of the Agreement, the Purchaser/s will agree/s to pay to the Promoters interest at the rate of 9% per annum, on all the amounts which becomes due and payable by the Purchaser/s to the Promoters, under the terms of this Agreement from the date of said amount becomes due.

If the completion of Building in which the flat/shop/unit is to be situated is delayed on account of:

- i) Non-availability of steel, cement or other Building material, water or electric supply, strike of labours;
- ii) War, civil commotion or act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority.
- iv) Or any other reasons

In the above mentioned situation the purchaser/s will not be entitled to hold the Promoters liable in that behalf and the Promoters shall be entitled to reasonable extension of time for giving of the flat/shop/unit to the Purchaser/s.

8. The Purchaser/s shall take possession of the said flat, within 7 days of the Promoters giving written notice to the Purchaser/s intimating that the said flat/shop/unit is ready for use and occupation.

9. The Purchaser/s shall use the flat/shop/unit or any part thereof or permit the same to be used only for the purpose of residence/commercial.

10. It is agreed that the Purchaser/s along with other Purchasers of the flats/shops/units in the said building will join being member of the said Society, and for this purpose also from time to time sign and execute necessary papers and documents required for the purpose of becoming member of the said society including the Bye- laws of the said Society and duly fill in, sign and return to the Promoters by the Purchaser/s, so as to enable the Promoters to enroll the Purchaser as the member in the said building under the section of the said Act. 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 Associations as may be required by the Registrar of the Co-operative Societies or the Registrar of companies as the case may be or any other Competent Authority. It is agreed that the execution of all the necessary documents required for the enrolling as the member of the said Society shall be a pre-condition for occupation of the said flat/shop/unit by the purchaser/s.

11. Commencing a week after notice in writing is given by the Developers/ Builders to the Purchaser/s that the Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor areas of the Flat) of outgoing in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concern 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 said land and the building/s. Until the society is formed the said land building/s transferred to it, the Purchaser/s shall pay the Developers/Builders such proportionate share of outgoing as may be determined. The Purchaser/s further agrees that till the Purchasers' share is so determined the Purchaser/s shall pay to the Builder provisional monthly contributions of **Rs.2.00 per Sq. Fts. Built-up area**, per month towards the outgoing. The said amount shall be paid by the Purchaser/s to the Developers/Builders in advance for the first 24 months. The amounts so paid by the Purchaser/s to the Developers/Builders shall not carry any interest and remain with the Developers/Builders until a conveyance is executed in favour of the society as aforesaid.

12. The Purchaser/s both hereby covenant/s with the promoters as follows:-

a) The Purchaser/s shall from date of possession, maintain the said flat/shop/unit at his/her/their own cost in good and tenantable condition, and shall not do or suffer to be done anything in or to the said building or the said flat, staircase or any passages which may be against the rules and regulations and bye- laws of any concerned local authority or government. Nor shall the purchaser/s change, alter or make addition in or to the said flat/shop/unit or to the building or any part thereof. The Purchaser/s shall be responsible for any breach of the provision.

b) The Purchaser/s shall not store in the flat/shop/unit any goods, which are hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat/shop/unit is situated or storing of which goods is objected by the concerned local authority or other authority and shall not carry or cause to carried out heavy packages on upper floors, which may damage of likely to damage staircase, common passages or any other structure of the building which the flat/shop/unit is situated. And in case any damage is caused to the flat/shop/unit on account of negligence or default of the Purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breaches.

c) The Purchaser/s shall at his/her/their own costs carry all the said flat/shop/unit maintain the flat/shop/unit in 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 flat/shop/unit is situated or the flat/shop/unit which may be against the rules and regulation an bye-laws of the concerned local authority or other public Authority. And in the event of the purchaser/s committing default shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

d) The Purchaser/s further covenant/s with promoters that, he/she/they shall not demolish or cause to be demolished flat/shop/unit or any part of the building in which the said flat/shop/unit is situated. Nor will he/she/they at any

time make or cause to made any new construction of whatsoever nature in the said building, nor will he/she/they made any addition or alternation of whatsoever nature is or to the said flat/shop/unit or any part thereof without the previous consent and /or permission in writing of the Promoters or the said co-operative Housing Society. The Purchaser shall not be permit the closing of Varandha or Balconies or make any alternations in the elevation and outside Colour Scheme of that flat/shop/unit to acquired by him/her/them, without the previous permission in writing of the Promoters or the Co-operative Housing Society. If the building or any part thereof gets demolished and/or damaged on account of any act of god, such as the beyond the control of the Promoters, such losses incurred to the structure /building will be fully sustained by the purchaser/s along with the other Purchasers and promoter shall not be responsible for such losses.

e) To carry at his/her/their own costs all internal repairs to the flat/shop/unit and maintain it in the same conditions, state and order in which it was delivered to the flat/shop/unit Purchaser/s, and shall not do or suffer to be done anything in or to the building in which the flat/shop/unit is situated or the flat/shop/unit which may be against the rules, regulations and bye-laws of the concerned local authority or other public, authority and the flat/shop/unit Purchaser/s shall be responsible to the concerned local authority and/or other public authority. And in the event of the flat/shop/unit purchaser/s committing any act in contravention of the above provision, he/she/they shall be responsible and liable for the consequences hereof the concerned local authority and/or other public authority.

f) Not to do or permit to be done any act, or thing which may render void or avoidable any insurance of the said land and the building in which, the flat/shop/unit is situate of any part thereof or whereby any increased premium shall become payable of the insurance.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the flat/shop/unit in the compound or any portion of the said land and the building in which the flat/shop/unit is situated.

h) Pay to the Promoters within ten days of demand by the promoters, his/her/their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the flat/shop/unit is situated.

i) To bear and part 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 use of the flat/shop/unit by the flat/shop/unit Purchaser/s viz. user for any purpose other than for residential/commercial purpose.

j) The Purchaser/s shall not let, sublet, transfer assign or part, with his/her/their interest or benefit factor of this agreement or part with the possession of the flat/shop/unit, until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid up and only if the Purchaser/s had, not been guilty of breach or non observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Promoters.

k) The Purchaser/s shall observe and perform all the rules and regulations of the said society or the Limited Company may adopt at its inception, and the additions alternations or amendments thereof that may be made from time to time for projection and maintenance of the said building and the flats/shops/units therein and for the observance of 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 regarding the Occupation and use of the flats/shops/units in the building, and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of the this Agreement.

13. Nothing contained in this Agreement is intended to, nor shall be constructed as a grant, demise or assignment in law of the flat/shop/unit or of the said land and building or any part thereof. The Purchaser/s shall have no

clean save and except in respect of the flat/shop/unit hereby agreed to be sold to him/her/them and all open spaces parking spaces, lobbies staircase, terraces, till recreation spaces, etc. will remain the property of the Promoters till the same is handed over to the society as hereinbefore mentioned.

14. Any delay tolerated indulgence shown by the Promoters in enforcing the terms of this Agreement, or any for any for balance of giving of time to the flat/shop/unit purchase by the promoters shall not constructed as a waiver in the part of the Promoter's of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

15. All costs, charges and expenses, penalties sales tax, Service Tax, G.S.T. if any including stamp duty registration charges and expenses in connection with the preparation and execution of this Agreement or any other document shall be borne shared and paid by all the Purchaser/s of the flat/shop/unit in the said building in proportion to the purchase price of their respective flats/shops/units or other spaces. The Promoters shall not contribute anything towards all expenses. The Promoters shall present this Agreement at the proper registration office for registration within the time prescribed by the Registration act and the Promoter's will attend such office and admit execution thereof.

16. All notices to be served on the Purchaser/s as contemplated this agreement, shall be deemed to have been duly serve and sent to the purchaser/s under Certificate of posting at his/her/their address specified above.

17. (a) The Promoters shall be entitled to transfer , assign, dispose of and/or sell in any manner as they deems, proper the stilt open terraces, parking spaces (if any) garages society office etc, to anybody. The Purchaser/s along with the other Purchasers will not raise any objection of whatsoever nature.

b) The promoters shall become member of the Society in respect of their rights, and benefits conferred above if the Promoters transfer assign and dispose of such rights and benefits at any time to anybody the assignee/

transferee shall become the member of the society and /or the Limited Company in respect of the said rights and benefits. The Purchaser/s will not have any objection to admit such assignee or transferee as the member of the society.

c) The Purchaser/s agree/s that, he/she/they alongwith the other flat/shop /unit Purchasers will not charge anything from the Promoters or their nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoing for use of such terrace, compound, compound wall display of advertisements or hoarding etc. for the purpose mentioned hereinabove.

d) The Purchaser/s shall not decorate the exterior of the flat/shop/unit or the building otherwise than in a manner agreed to with the Promoters.

e) The Purchaser/s shall also pay the Proportionate share of development charges levies by the Municipal Authority.

18. The Purchaser/s will not be entitled to any rebate and /or concession in the price of his/her/their flat/shop/unit, on account of the construction of additional floors in the said building and/or on account of the construction of any other building structures etc, and/or the changes alternations and additions made in the building. The Purchaser/s shall also not claim any deduction in the cost of his/her/their flat/shop/unit on account of deduction of any item of construction as per his/her/their requirement in his/her/their flat/shop/unit.

19. If additional amenities are required by the purchaser/s, then in that event the Purchaser/s agree/s to pay in advance the cost of such additional amenities as per the estimate prepared by the Architects of the Promoters and their decision shall be final and binding.

20. It is expressly agreed between the promoters and the purchaser/s, that the Promoters alone shall be entitled to the benefit for and utilization of the additional F.S.I. that may be available either in respect of the said land or byway of transfer of development rights, and the promoter will be at liberty to put up any number of additional floors over and above the building of make

additions to the constructed building or buildings other structures in the compound. The Promoters shall also be entitled to use the terrace in the said building or to give allot sell assign, lease for consideration the terrace, and shall also be entitled to use the terrace for putting additional floors on the existing building as the promoters may deem fit in their absolute discretion. And the Purchaser hereby exclusively agree/s and declare/s and confirm/s not to raise any dispute or objection to such reservation of the Promoters.

21. The Purchaser/s hereby covenant/s with the Promoters, to pay amounts liable to be paid by the purchaser/s as agreed under this agreement and to observe and perform the covenants and conditions in this Agreements, and to keep the Promoters indemnified against the said payments and observances and performance of the said covenants and conditions except so far as the same ought to be observed by the promoters.

22. If the Planning authority intends to acquire a part or portion of the said land for the purpose of road widening or for any other purpose, in such event the compound wall constructed is required to be demolished then the promoters shall not be required to construct a new compound wall. The Purchaser/s along with other Purchaser/s in the building shall be liable to construct the same at her/her/their own expenses.

23. The name of the building to be constructed by the promoters shall be **“OM GANESH KRUPA CO-OPERATIVE HOUSING SOCIETY LTD.,”** and shall, not be changed without the written permission of the Promoters.

24. In case of any dispute pertaining to this agreement in shall be solely referred arbitrator under the Arbitration Act.

25. The Purchaser/s hereby agree/s with the Promoters that, he/she will pay amount of Sales Tax/ Value Added Tax (VAT)/ Service Tax/ G.S.T. at the time of registration or after the registration to the Builders as may be necessary.

26. The Builders / promoters shall give the possession of said premises to purchaser on or before **30/06/2024** subject to full & final payment of consideration as agreed here in above & further such sums which purchaser is liable to be paid to Builder / Promoter herein terms of present agreement. It is further agreed that if the Promoters will not be liable for any damages if the possession of the said flat is not given to flat purchaser for shortage of cement & still and other building material, for water and electric supply, war civil commotion, or act of god, any notice, order rule notification of the Govt. and or civil public or competent authority, any stay from civil/ revenue court any other reason which are beyond the control of the Promoters.

27. The Developers herein shall provide separate Well-designed Entrance Lobby for both Commercial and Residential Units. And therefore, the Residential Unit Purchaser/s shall not use or not raise any objection for the Commercial Entrance and Lobby and the Commercial Units Purchasers not use or not raise any objection for the Residential Entrance and Lobby; The purchaser has seen the layout of the proposed building project, provisions for annexed buildings, further expanses etc. and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights, etc., shall be common property and shall be available for common use by all the buyers of the premises in the said project and accordingly the purchasers of the premises in the said project and the different common organisation will have unrestricted right of way in common spaces, roads, etc. and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

28. The present Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

:-THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece or parcel of land situate and lying and being at Survey No. 30, Hissa No. 1/8, and Plot No. 4, area admeasuring 585 Sq. Mtrs. situated at Village Katrap, Taluka Ambernath, District Thane; within the limits of Kulgaon Badlapur Municipal Council within the Registration District Thane and Sub-Registration District Ulhasnagar, and bounded as follows :-

On or towards the East by : Road
On or towards the West by : Property of Survey No. 28
On or towards the South by : Property of Survey No. 30, Plot No. 6
On or towards the North by : Property of Survey No. 26

:-THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece or parcel of non-agricultural land situate and lying and being at **Flat/Shop/Unit No.** _____ on the _____ **Floor**, in the _____ **Wing**, building known as **“OM GANESH KRUPA CO-OPERATIVE HOUSING SOCIETY LTD.,”** which is to have total **Carpet Area** of _____ **Sq. Mtrs.** situated at Village Katrap, Taluka Ambernath District Thane, within the local limits of Kulgaon Badlapur Municipal Council.

:-THE THIRD SCHEDULE ABOVE REFERRED TO :-

Proportionate common area and facilities area of immediate landing area abutting the main door after landing on the said floor prorated right along with all flat/ shop purchasers of the premises in the said property in limited common area i.e. to say staircase landing entrance hall Terrace, Compound lobbies passage.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands, seal the day and the year hereinabove mentioned

SIGNED, SEALED AND DELIVERED)
By the withinnamed **“THE PROMOTERS/**)
BUILDERS”)
M/s. VINEET INFRA)
through its Proprietor)
Mr. Vineet Dattatray Thanekar) _____
)

SIGNED AND DELIVERED)
By the withinnamed **“PURCHASER/S”**)
1) _____) _____
)
)
)
)
)
)
)
)
2) _____) _____
)

Witnesses:-

1. _____

2. _____

RECEIPT

RECEIVED on and from the Purchaser/s above named the sum of
Rs. _____ **/- (Rupees** _____
Only) by cheque/Cash in following manner:-

Sr. No.	Name of the Bank and Branch	Cash/ Cheque No.	Date	Amount
1				
2				
3				
4				
5				
TOTAL:				

(This Receipt is valid subject to realisation of the above referred cheque/s)

I say Received **Rs.** _____ **/-**
For **M/s. VINEET INFRA**

through its Proprietor
Mr. Vineet Dattatray Thanekar,

WITNESSES:

1.....

2.....

ANNEXURE
LIST OF AMENITIES

- 1) Good Quality Flooring in all Rooms with matching skirting.
- 2) Designer Glaze Tiles in Bathrooms and W.C.
- 3) Black Granite top Kitchen Platform with S.S. Sink.
- 4) Glazed Tiles in Kitchen window Level.
- 5) Black Granite Frame for W.C. & Bath Doors & all Windows.
- 6) Aluminum Sliding Windows.
- 7) Concealed wiring with attractive switches.
- 8) Quality Factory made main Door with Wooden Frame & Good Quality Flushed Doors.
- 9) Concealed Plumbing, Quality Sanitary Ware & Fittings.
- 10) All Exterior Walls finished with Plaster & Paint with good Quality Paint.
- 11) All Rooms paint by good distemper paint.
- 12) Reputed make lift with A.R.D. System.
- 13) CCTV System.