

AGREEMENT TO SALE

(Valued Rs. _____/-)

(Stamp Rs. _____/-)

Dated this ____ day of July, 2022.

THAT AGREEMENT TO SALE has been made & entered into at Mumbai on
this ____day of July, 2022.

BETWEEN

M/S. CLAY NEST DEVELOPERS, (PAN NO: AAQFC5815P) a Partnership Firm having its office at 678/Shop No. 3, Ground Floor, R. R. Jewells, Ajay Nagar, Adarsh Park, Bhiwandi 421 302 through its Partners **1) SHRI HARIMOHAN B. RAI, (PAN NO: ABUPR9663B), (AADHAAR NO: 2290 35830957)**, Adult, Age: 71 Years, Occ: Business, residing at Raidopur Officers Colony, Sadar, Jamin Sidhari, Azamgarh, Uttar Pradesh 276 001 **2) SHRI SURESH CHANDERLAL KATARIA, (PAN NO: ABIPK5183D), (AAHDAAR NO: 8457 3146 9787)**, Adult, Age: 58 Years, Occ: Business, residing at 549 Aniket Apartment, Near Ambaji Mandir, Kasar Ali, Bhiwandi 421 308 hereinafter referred to as **“The Vendors/ Promoters”** of the one part (which expression shall unless repugnant to the context or meaning thereof shall mean and include its Partners, successors, executors, administrators, representatives and assigns etc.) Party of the First Part;

AND

_____, (PAN NO: _____), (AADHAAR NO: _____), Adult, Age: ____ Years, Occ: Business, residing at _____ hereinafter referred to as **“The Allottee/Purchaser”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include her heirs, successors, executors, administrators, representatives and assigns etc.) Party of the Second Part;

WHEREAS, the Promoters are sole and absolute Owners and fully sized and possessed of all that pieces and parcels of N. A. Land admeasuring about **690.60 Sq.mts.** or thereabouts bearing **C. T. S. No. 3532** within the limits of Bhiwandi Nizampur City Municipal Corporation Bhiwandi, (Dist. Thane), (hereinafter referred to as **“THE SAID LAND”**).

That, vide Sale Deed dated 29/12/2020 registered with Office of The Sub Registrar, Bhiwandi vide Reg. Sr. No. BVD-2-761/2021 on 18/01/2021 Shri Harimohan B. Rai & other have purchased the said land bearing **C. T. S. No. 3532** admeasuring about 690.60 Sq. mts. from Smt. Zaibunnisa Mohammad Ali Momin on the terms and conditions contains therein.

AND, from the date of purchase Shri Harimohan B. Rai & Shri Suresh Chanderlal Kataria are in absolute physical possession of the said land admeasuring about 690.60 Sq.mts. bearing **C. T. S. No. 3532** at Bhiwandi having clear and marketable tike free from all encumbrances & legally competent and even otherwise sufficiently entitled to the said land intends to develop the said Land by constructing multistoried RCC Residential Complex on the said land.

AND, Shri Harimohan B. Rai & Shri Suresh Chanderlal Kataria have formed Partnership firm under the name and style of **M/S. CLAY NEST DEVELOPERS** and decided to develop the said Land.

AND WHEREAS, the Promoters have prepared plan for obtaining construction permission of Land area totally admeasuring about 690.60 Sq.mts. or thereabouts through their Architect Lachhman Kataria of Ulhasnagar and submitted the same with Bhiwandi Nizampur City Municipal Corporation Bhiwandi, (Dist. Thane).

AND, Bhiwandi Nizampur City Municipal Corporation has issued Construction Permission vide Permission No. बां.प्र.क्र./१४३/२०२१-२०२२ जा.क्र.न.र.वि./१४९१ दिनांक २४/०५/२०२२.

AND, the Promoters have obtained NA Permission for the said Land vide NA Order No. REV/DESK-I/NAP/VIII/SR-260 dated 24/12/1982.

AND WHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove.

AND WHEREAS, the Promoters are in possession of the Project Land.

AND WHEREAS, the Promoters have proposed to construct on the project land consist of 1 Building having 35 Flats and 9 Shops.

AND WHEREAS the Allotte is offered an apartment bearing number ____ on ____ Floor (hereinafter referred to as the said "apartment") of the building called

“RUKMANI RESIDENCY” (hereinafter referred to as said “building”) being constructed in the phase of the said project, by the Promoters.

AND WHEREAS the Promoters have entered into a standard agreement with an architect registered with the council of architects and such agreement are as per the agreement prescribed by the council of architects.

AND WHEREAS the Promoters have registered the project under the provision of the act with the Real Estate Regulatory Authority at Mumbai vide Reg No. _____ on ___/___/_____ authenticated copy is attached in annexure ‘F’.

AND WHEREAS the Promoters have appointed a structural engineer for the preparation of the structural design and drawing of the building and the Promoters accepts the professional supervision of the architect and the structure engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the development agreement/power of attorney the Promoters have sole and exclusive right to sell the apartment in the said building/s to be constructed by the Promoters on the project land and to enter into agreement/s with the Allottee of the apartments to receive the sale consideration in respect thereof; such other document 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 there under;

AND WHEREAS the authenticated copies of certificate of title issued by the at law or advocate of the Promoters, authenticated copies of property card or extract of village forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the apartment are constructed or are to be constructed have been annexed hereto and marked as annexure ‘A’ and ‘B’ respectively.

AND WHEREAS the authenticated copies of the plans of the layout as approved by the concerned local authority have been annexed hereto and marked as annexure C-1.

AND WHEREAS the authenticated copies of the plans of the layout as proposed by the Promoters and according to which the construction of the building and open space 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 specification of the apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as annexure D.

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority (s) to the plans, the specification, 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 WHEREAS while sanctioning the said plans concerned local authority and /or government has laid down certain terms, conditions, stipulation and restriction which are to be observe and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoters for allotment of an apartment No. ____ on ____ Floor situated in RUKMANI RESIDENCY being constructed in the of the said project.

AND WHEREAS, the Carpet area of the said apartment is ____ **Sq.fts.** Carpet area and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the Allottee or verandah area

and exclusive open terrace area appurtenant to the said apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulation 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 present the Allottee has paid the Promoters a sum of **Rs. _____/- (Rupees _____ Only)** being payment of the sale consideration of the apartment agreed to be sold by the Promoters the Allottee as advance payment or application fee (the payment and receipt whereof Promoters both hereby admit and acknowledge) and the Allottee and agreed to pay to Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoters has registered the project under the provision the Real Estate (Regulation & Redevelopment) Act, 2017 with the Real Estate Regulator presents authority at Mumbai vide Reg No. _____ on ____/____/____.

AND WHEREAS, under section 13 of the Act Promoters are required to execute a written agreement for sale of said apartment with the Allottee, being in fact the presents and also to register said agreement under the Registration Act, 1908.

In according with the terms and condition set out in this agreement and mutually agreed upon by and between the parties the Promoters hereby agrees to sell the Allottee hereby agrees to purchase Flat in complex known as **“RUKMANI RESIDENCY”**

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED

AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoters shall construct the said building consisting of 7 Upper floors as per Permission from the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modification which may adversely affect the apartment of the Allottee except any alteration or addition required by any government authorities or due to change in law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoters and Promoters hereby agrees to sell to the Allottee Apartment No. ____ admeasuring ____ Sq.fts. Carpet area on ____ Floor the building known as "RUKMANI RESIDENCY" (hereinafter referred to as "The Apartment") as shown the floor plan thereof hereto annexed and marked annexure C-1 and C-2 for the consideration of **Rs. _____/- (Rupees _____ Only)** including being the proportionate price of the common area and facilities appurtenant to the premises, the nature extent and description of the common area and facilities which are more particular described in the second schedule annexed herewith. (The price of the apartment including the proportionate price of the common area and facilities and parking space should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee one Flat being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only) in the following manner:-
 - i. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of agreement.

 - ii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the plinth of the building or wing in which the said apartment is located.

- iii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilt of the building or wing or wing in which the said apartment is located.
 - iv. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the sanitary fittings, staircase, lift wells, lobbies up to the floor level of the said apartment.
 - v. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.
 - vi. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is locate.
 - vii. Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
1. (b) The Total Price above excludes taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the (Apartment).
1. (c) 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 other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies / Government from time to time. The Promoters undertakes

and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1. (d) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation up to three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. IF there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee 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(e) The Allottee authorizes the Promoters to adjust/ appropriate all payments made by him/her under the head(s) old dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoters to adjust his payments in any manner.

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

2.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and

shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the (Apartment/Plot) to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1(c) herein above. ("Payment Plan").
3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 690.60 Square Meters only and the Promoters has planned to utilize Floor Space Index of _____ 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 on the understanding that the declared proposed FSI shall belong to Promoters only.
- 4.1 IF the Promoters fails to abide by the time schedule for completing the project and handing over the (Apartment/Plot) to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which became due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee (s) to the Promoters.
- 4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including

his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payments of installments, the Promoters shall at their own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of 30 days of termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoters in the said building and Apartment as are set out in Annexure "E" annexed hereto.
6. The Promoters shall give possession of the Apartment to the Allottee on or before 31/12/2027 if the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee 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 date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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

- i. War, civil commotion or act of God;
- ii. Any notice, order rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession :-** The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the (Apartment/plot) to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters shall give possession of the (Apartment/Plot) to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree (s) to pay the maintenance charges as determined by the Promoters or association of Allottee, as the case may be. The Promoters on this behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7.3 **Failure of Allottee to take possession of (Apartment /Plot) :-** Upon receiving a written intimation from the Promoters as per clause. 8.1 the Allottee shall take possession of the (Apartment/ Plot) from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the (Apartment/ Plot) to the Allottee. In case the Allottee fails to take possession within the time provided in clause. 8.1 such Allottee 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 Apartment to the Allottee, the Allottee brings to the notice of the Promoters any Structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. (strike of which is not applicable) He shall use the garage or parking space only for-purpose of keeping or parking vehicle.
9. The Allottee along with other Allottee (s) s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for their 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 becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee 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.
- 9.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society owner/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.2 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear

and pay the proportionate share (i.e. in proportion to the carpet area of the 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 Allottee shall pay to Promoters such proportionate share of outgoings as may be determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. ____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the society or a limited company as aforesaid. On such conveyance assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts for each flat individually.
 - i Rs. 510/- for share money, application entrance fee of the Society or Limited Company/ Federation/Apex body.
 - ii Rs. 5,000/- for formation and registration of the Society or Limited Company/ Federation/ Apex body.
 - iii Rs. 10,000/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/Apex body.
 - iv Rs. 51,000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/Apex body for 12 months.
 - v Rs. 20,000/- For Deposit towards water, Electric, and other utility and services connection charges and.
 - vi Rs. 14,000/- for deposits of electrical receiving and Sub-Station provide in Layout.

11. The Allottee shall pay to the Promoters a sum of Rs. 10,000/- for meeting all costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' 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 Allottee shall pay to the Promoters, the Allottees' 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 favor of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Allottee as follows:

1. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual physical and legal possession of the project land for implementation of the Project;
2. The Promoters have 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.
3. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
4. 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.

5. All approvals licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of Law and the Promoters 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.
6. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
7. The Promoters have 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 (Apartment/Plot) which will, in any manner, affect the rights of Allottee under this Agreement.
8. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement.
9. 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) have been received or served upon the Promoters in respect of the project land and. Or the project except those disclosed in the title report.
14. The Allottee/s or themself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows:
 - (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repaired 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 Apartment 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 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 Apartment is situated or the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences' of the breach.
- (iii) To carry out at their 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 Promoters to the Allottee 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 regulation and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (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, Parda or other structural members in the Apartment

without the prior written permission of the Promoters and/or the Society or the Limited Company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the 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 Apartment is situated.
- (vii) Pay to the Promoters within 15 days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government of 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 Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- (x) The Allottee shall observe and perform all the rules and regulations which the society or 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 Allottee shall also observe and perform all the stipulations and conditions lay down by the Society/Limited Company/Apex body/Federation regarding the occupancy and use 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 Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workman and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoters shall maintain a separate account in respect of sums received by

16. 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 Allottee 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 Promoters until the said structure of the building is transferred to the Society. Limited Company or other body and until the project land is transferred to the Apex Body/ Federation as hereinbefore mentioned.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement he shall not mortgage or create a charge on the (Apartment) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such (Apartment/plot)

18. BINDING EFFECT.

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE.

It is clearly understood and so agreed by and between the Parties hereto that all provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

Allottee of the (Apartment) in case of a transfer, as the said obligations go along with the (Apartment) for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPRTIONATE SHARE WHEREVER REFEREED TO IN THE AGREEMENT.

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place which may be mutually agreed between the Promoters and the Allottee, in Bhiwandi after the Agreement is duly executed by the Allottee and the Promoters

or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bhiwandi.

26. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A. D and notified Email ID/ Under of posting at their respective addresses specified below.

Notified Email ID: _____

M/S. CLAY NEST DEVELOPERS,

678/Shop No. 3, Ground Floor, R. R. Jewells, Ajay Nagar,

Adarsh Park, Bhiwandi 421 302

Notified Email ID: _____

28. That in case there are Joint Allottee all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottee.
29. Stamp Duty and Registration -: The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoters.
30. Dispute Resolution -: Any dispute between shall be settled amicably. In case of failure to settled the dispute amicably which shall be referred to the in concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, there under.

31. GOVERNININ LAW

That the rights and obligations of the parties under or arising out of this agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

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

First Schedule above Referred to

ALL THAT PARTS AND PARCELS OF One self contained Flat admeasuring about _____ **Sq.fts.** Carpet area equivalent to _____ **Sq.mts.** or thereabouts bearing Flat No. _____ (_____ Sq.fts. Carpet area and _____ Sq.fts. Balcony & Projection area) on _____ Floor of Building to be known as "RUKMANI RESIDENCY" to be constructed on NA Land admeasuring about 690.60 Sq.mts. bearing **C. T. S. No. 3532** within the limits of Bhiwandi Nizampur City Municipal Corporation Bhiwandi (Dist Thane)

Second Schedule above Referred to

Here set out the nature, extent and description of common areas and facilities.

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

SIGNED, SEALED & DELIVERED By

the within named "**THE VENDORS/**

PROMOTERS" M/S. CLAY NEST

DEVELOPERS, through its Partners

1._____

1) SHRI HARIMOHAN B. RAI,

2) SHRI SURESH CHANDERLAL KATARIA,

in presence of _____

2._____

(THE VENDORS/ PROMOTERS)

SIGNED, SEALED & DELIVERED By
the within named "THE ALLOTTEE/
PURCHASER"

_____, _____
in presence of _____ (THE ALLOTTEE/ PURCHASER)

SCHEDULE "B"

:-DETAILS OF PAYMENT:-

DATE	CHEQUE NO.	NAME OF THE BANK	AMOUNT
------	------------	------------------	--------

TOTAL Rs. _____/-
=====

WE SAY RECEIVED

Rs. _____/-

1. _____

2. _____

(THE PROMOTERS)