



All the deviated clauses and additional clauses with respect to model Agreement for Sale in full

- O] Nature and Particulars of the entire scheme are as under –
- a] The building plan is sanctioned for the entire area admeasuring 641.00 Sq.mtrs. and the same is under development. The layout plan is sanctioned by PMC vide Commencement Certificate bearing No.CC/1485/22 dated 12.09.2022. The Promoter will revise the said layout / building plan in future and it will be sanctioned when permitted by availing FSI for road under reservation and paid FSI or TDR. The permission for non agricultural use of the said land has been obtained from the Collector vide Order bearing No. PRN /1754-86 dated 06.06.1986.
- b] The entire project consists of presently sanctioned Residential Building, comprising of Parking plus seven floors having total built up area of 2048.27 Sq.mtrs. There are two units on each floor except sixth floor. There are four units on sixth floor. Apartment Nos.101 & 102 on first floor, 201 & 202 on second floor, 301 & 302 on third floor, 401 & 402 on fourth floor, 501 & 502 on fifth floor, 601 to 604 on sixth floor, 701 & 702 on seventh floor. Copy of the said plan is annexed herewith as ANNEXURE C-1.

In future Change in Sixth floor plan making 601,602,603 & 604 to 601 & 602 as per attached plan as other floors are their Floor No. Sixth of the said building having built up area of as shown in future plan will be constructed. Copy of the said plan is annexed herewith as ANNEXURE C-2.

- c] Association of Apartment Owners of all the unit holders in the said building will be formed as per provisions of Maharashtra Apartment Ownership Act, 1970 and ownership of the said building of each apartment with assignment of lease rights of land will be conveyed and assigned to each of the apartment allottee as per the provisions of the said Act.

OR

- c] A Co-operative Housing Society of the unit holders in the said project will be formed and entire land and Building will be conveyed to the said society.
- d] The Promoter has started the construction work of the said building



- e] i. As per Annexure C-1 the said project consists of one residential building.
- ii. Particulars of said building is as under –

Floors	Built up Area in Sq.mtrs.	Carparks mechanised
Parking plus seven floors	2048.27	14+14

- f] As per Annexure C-2 in change in flats mentioned in Annexure C-1 following shall be changed & constructed as and when permitted by Concerned Authorities –

Floors	Built up Area in Sq.mtrs	Carparks under stilt
Change in 6 th floor i.e. flats nos. 601, 602, 603 & 604 to Flat no.601 & 602 as per attached plan as other floors	As shown in plan	Mechanized 2+2

The Allottee/Purchaser has seen and understood the said changes and has given his irrevocable consent for the said changes and has agreed not to raise objection to the same.

- g] It is hereby declared that sanctioned plan/s has/have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s. Similarly, the Floor Space Index, if any, utilised as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening FSI, TDR, etc. on the said building and or other buildings in the layout of the said project.

- P] The Promoter reserves the right to change the Architect & or the Structural Engineer if at all required.

AA]

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Flat/Apartment. The area of the said balconies is ----- Sq. mtrs. and total carpet area of the Flat/Apartment including the said balconies is ----- Sq. mtrs. This explanation is given for better



understanding of both the parties and also for clarity for calculation of value for stamp purposes.

1. (A)

(B) The Promoter has shown to the Allottee plans annexed herewith as Annexure No.C-1 (present sanctioned plan) and C-2 (proposed plan) and nature of the project as fully mentioned in **Para No.O** in the recitals. The Allottee has agreed to the same.

1(a) (i)

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Flat/Apartment. The area of the said balconies is ----- Sq. mtrs. and total carpet area of the Flat/Apartment including the said balconies is ----- Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

The carpet area of the said flat/apartment as per RERA is ----- sq. mtrs. which is equivalent to super or saleable builtup area of ----- sq. mtrs. calculated by adding ----- % area thereof which additional component includes outer walls and ----- of the said flat/apartment and proportionate area of common area and facilities on the said floor such as passages, staircases, lifts, -----, etc.

It is however made clear that price of the said flat/apartment is decided and agreed on the basis of carpet area as per RERA.

1(d)

The Allottee shall be obliged to pay to the Promoter G.S.T. at the rate levied under the provisions of the Central Goods and Services Tax Act 2017 and/or State Goods and Services Act 2017 and the respective rules framed thereunder at the time of payment of each installment of the price and other money payable under this agreement to the Promoter. The Promoter shall pay such levy to the concerned authorities under said statutes.

The Allottee/s authorize/s 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 Allottee/s undertake not to object / demand / direct the Promoter to adjust his/her payments in any manner.

4. The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and which may include operation of the rain water harvesting, firefighting system etc. The Allottee/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement allottees or the maintenance company to operate, upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee(s) agrees to contribute to costs involved in these processes on prorata basis or as decided by the ultimate organization. The Allottee(s) will not hold the promoters accountable for any penalty or action taken by any authority for failure on the part of Allottee(s) or the ultimate organization, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipments/devices and processes.

4.2

The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said flat/apartment by the Promoter to other person whichever is later.

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Flat/Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.



4.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 5,00,000/- from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Flat/Apartment. In this case reduction in price of the flat/apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee.

7.1

Possession of the Flat/Apartment shall be delivered on or before 31st December 2024.

7.3

, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

7.4

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said flat/apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this 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. Further, the allottee shall be liable of paying damages, if any, to allottee / owner / user of the flat/apartment below.

7.4 (a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.

(b) The Allottee specifically agrees not to undertake any addition/alteration without taking specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her flat/apartment only. On no account goods are to overflow on common areas.

(c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, inverter, kitchen trolley, kitchen gas supply machinery, mechanical parking, - -----) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/apartment to the allottee and the Promoter shall not be responsible for the same.

9. Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof along with building constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and construction of flat/apartment with proportionate lease rights in the land will be conveyed/ assigned by the Promoter with the consent of the Consenting Party herein within three months from and after (i) completion of construction of the building in the scheme and utilisation of entire FSI and TDR, permissible to be utilised on the said Property as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all flat/apartments in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of



Apartment by the parties concerned (i.e. owner, promoter and apartment/unit purchaser/allottee/s) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all flat/apartment purchaser/allottee/s, whichever is later. This agreement itself is a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flat/apartments to the provisions of the said Act. The Allottee/ Purchaser shall become nominal member of the Mitramandal Co-operative Housing Society Ltd. by payment of charges of the Society and shall use the apartment as per the Bye-Laws and Rules of the said Society and also of the Association of Apartment owners in the said Building.

Such Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the flat/apartment/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

OR

9. Unless prevented by circumstances beyond control of the Promoter it is agreed that society will be formed and registered within 3 months from and after (i) completion of construction of final stage of the building in the scheme and utilisation of entire FSI and TDR, permissible to be utilised on the said Plot as per Development Control Rules (whether previously got sanctioned or not), (ii) sale of all units in scheme, (iii) acceptance of the draft of sale deed by the Parties concerned (i.e. by owner, promoter and society) by their mutual consent and (iv) after payment of all the dues, amounts and considerations including stamp duty etc. by all the members of the Society/all the Flat/Unit Purchaser/Allottee/s (whichever is later) the Allottee along with other allottee(s)s of Flats in the building shall join in forming and registering the Society 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 and for becoming a member, including the bye-laws 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 Allottee, so as to enable the



Promoter to register the Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or the Promoter as per the nature of the scheme as per this agreement as the case may be, or any other Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/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 Flat/Apartment) of outgoings in respect of the project land and Building 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 management of the common area and facilities are handed over to the Society/Association, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.-----/- per sq.ft. of the carpet area of the flat/apartment per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the management is handed over to the Society/Association whereafter the said deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society/Association. The Allottee shall pay to the Promoter in advance 12 months' contribution i.e. amount of Rs. --- -----/- as and when demanded by the Promoter and in any case before delivery of possession of the said Flat/Apartment. The said amount shall not carry any interest and will be adjusted towards monthly contribution every month since the date of delivery of possession of the said Flat/Apartment.

9.2 Corpus/ Reserve fund :

Before delivery of possession the Allottee shall pay to the Promoter sum of Rs.-----/- (Rs. ----- only) as a reserve fund / corpus fund for giving the same to the organization of the flat/apartments purchaser/allottee/s in the said scheme. The Promoter and the said organization shall keep the said fund in fixed deposit.



- xii. Not to obstruct the development work for any reason and in any way.
- xiii. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.
- xiv. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.
- xv. The Allottee shall not dry or hang clothes in the balconies.
- xvii. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./P.M.C./ concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat/apartment.
- xviii. If after delivery of possession of the said flat/apartment, the Promoter or Society/Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Society/Association as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor.
- xix. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her flat/apartment. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.



xx. The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 15 years of age) visit of the flat/apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their flat/apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their flat/apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.

xxi. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.

xxii. The Allottee shall not erect dish or other antennae outside the Flat/Apartment / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.

xxiii. The Allottee shall use the said Flat as per the Bye-Laws and Rules of the said Society/Association and also that of the Mitramandal Co-operative Housing Society Ltd.

16.

It is however made clear that Promoter shall be entitled to mortgage or continue the mortgage or charge on the remaining entire project and this agreement shall not affect the said charge.

17. It is agreed by and between the Parties as under -

I. The name of the project shall be "MITRAKUNJ" and this name shall not be changed without the written consent of the Promoter.

II. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the



Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title of the Consenting Party and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the flat/apartment agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent therefor.

- III. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- IV. The flat/apartment purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as power of attorney holder of the flat/apartment purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI for open space and get the building plan for open space sanctioned, to give consent for mortgage of the said land by the Promoter, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Flat/Apartment.
- V. The Allottee/s is/are aware that corporation may not be able to supply adequate water throughout the year. In that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing



the same from the market as per availability. All costs therefor shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements.

- VI. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Flat/Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.
- VII. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said flat/apartment, the Promoter as per the provisions of the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.
- VIII. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other flat/apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- IX. The Allottee has hereby irrevocably authorised the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.
- X. The Allottee has read the terms of the Development Agreement and other agreements in between the Promoter and Consenting Party and Allottee agrees that this agreement is subject to the said terms and are also binding on him.



- XI. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace flat/apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace flat/apartments if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace flat/apartment Allottee. The said terrace shall not be enclosed by the flat/apartment Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Society/Association as the case may be. The Promoter shall have the right to construct flat/apartments etc. on the terraces of the existing building and utilise the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.
- XII. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.
- XIII. Any exclusive use allotted by the Promoter shall be subject to the right of the Society/Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.
- XIV. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.
- XV. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the corporation may pay the compensation therefor in terms of additional F.S.I. in respect of the said portion under the road widening to be utilised in the remaining portion of the Property



or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from concerned authority, construct the additional flat/apartments permitted by concerned authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society/Association. If the Corporation refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

XVI. The Promoter shall be entitled to use the present unutilised and/or additional built up area/F.S.I./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this Property as and when permitted by Corporation. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, construct the additional flat/apartments permitted by Corporation and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society/Association. The Society/Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

XVII. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all



the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Allottee herein.

XVIII. The Promoter herein may be constructing the said project in parts and it is possible that even after delivery of possession of the said Flat/Apartment construction of remaining part may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the flat/apartment hereby agreed to be sold without prior written permission of the Allottee.

XIX. It is specifically agreed between the Parties that even if the Association of all the flat/apartment holders is formed and registered and conveyance completed the Promoter and the Consenting Party will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flat/apartments. The allottees of such flat/apartments shall be liable to pay maintenance from the date of allotment and delivery of possession.

XX. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the flat/apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.

XXI. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the flat/apartment of the Allottee if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of



water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit agrees for which the Allottee hereby gives his consents.

XXII. It is hereby made clear that as stated herein above the organisation of all the Flat/Apartment Allottee/Unit holders for the said Building shall be an Association of Apartment Owners to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970 as the case may be as per the discretion of the Promoter.

XXIII. It is declared by the Consenting Party that she neither has nor shall have any right, title and interest in the said Flat hereby agreed to be sold to the Allottee/Purchaser herein and she shall join in the Deed of Declaration u/s 2 of the Apartment Act as owner of the Flats retained by her and also in the conveyance/transfer deed of the said Flat/Apartment and declare as such and shall release or relinquish her rights, title and interest in the said Flat/Apartment (if any) so that the Allottee/Purchaser herein shall be sole and absolute owner of the said Flat/Apartment.

XXIV. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the flat/apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other flat/apartments / unsold flat/apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Association.

(ii) The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water will be provided by Promoter from various sources



viz. borewell, tankers, corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on each building in the scheme and thus on each flat/apartment and the same will be billed and collected in advance. The collection may be on half yearly or yearly basis.

(iii) It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation/Concerned Authority after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the flat/apartment for the purpose of interior works, pooja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

(iv) If the flat/apartment purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to disconnect or stop the supply to the flat/apartment until the charges are paid.

XXV. REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:

In addition to the above the Allottee shall be liable to pay to the Promoter costs that may be incurred by the Promoter on account of Allottee's use of common amenities such as water, electricity, etc. for interior works. In security thereof the Allottee shall pay to the Promoter Rs. -----/- (Rs. ----- only) which will repaid after completion of the interior works by the Allottee after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Allottee shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Allottee for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.

*** 1% TDS Clause to be inserted into Agreement to Sell

28.1 Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law



for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon purchaser/allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee as per Law. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Flat/Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the flat/apartment, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter on the allottee producing such certificate within 4 months of the possession. Provided further that in case the allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

- 28.2 The consideration of the said flat/apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said flat/apartment/accommodation. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b). The Allottee/s herein has paid stamp duty of Rs. _____ /- (Rupees _____ only). on the carpet area of _____ Sq.mtrs. calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners/Consenting Party herein in favour of the Allottee herein in respect of the said flat/apartment/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee.



