

AGREEMENT

THIS AGREEMENT is made and entered into at **Thane** this ____ day of _____ in the Christian Year Two Thousand _____ [20____]

Between :-

- | | | |
|--|---|--|
| 1. M/s. Bapat Constructions |] | |
| Proprietorship Firm |] | |
| having office at |] | |
| 101, Aspi Mansion, Near Saraswat Bank, |] | |
| Ramwadi, Naupada, Thane (West). |] | |
| <u>Through its Proprietor: -</u> |] | |
| Mr. Kedar Bapat |] | |

{Hereinafter referred to as **“The Developer”**, which expression shall, unless it be repugnant to the context and meaning thereof include their legal heirs, representatives, successors and assignees} **OF THE FIRST PART**

A N D

Mr. / Ms. _____	]	
Age: ____ Years	]	
Having address at _____,	]	
_____,	]	
_____	]	

{Hereinafter referred to as **“The Purchaser”**, which expression shall, unless it be repugnant to the context and meaning thereof include their legal heirs, representatives, successors and assignees} **OF THE SECOND PART**

WHEREAS

- i. The property situated at of plot of land bearing C. T. S. No.945, 946, 947 and 948 area admeasuring 624.0 Sq. meters in village Naupada, Taluka and District Thane and comprising of a building named Padmalaxmi Co-operative Hsg. Soc. Ltd, more particularly described in FIRST SCHEDULE, was exclusively owned and possessed By the Said Society (hereinafter referred to as **“The Said Owners”**). The said Owners intending to develop the said property, had granted development rights unto Developer herein, M/s. Bapat Constructions vide registered **Development Agreement and Power of Attorney dated 22nd April, 2014**, through the Proprietor of the said Developer herein. Copy Property card for the land is attached herewith as “Annexure A” and a copy of Index II for the said development agreement is attached herewith as **“Annexure B”** ;

- ii. Development Agreement dated 22nd April, 2014 ("**said Development Agreement**") duly registered before the Sub-Registrar of Assurances Thane bearing registration no. **TNN-9/2674/2014** executed by and between the Society herein of the one part and Developer herein of the other part, the Society with consent of its all members, has granted irrevocable development rights with respect to the said Property to the Developer herein on the terms and conditions recorded therein. The Society herein have also executed a Power of Attorney dated 22/04/2014 in favour of the Proprietor of the Developers ("**said Power of Attorney**");
- iii. By virtue of the said Development Agreement and the said Power of Attorney, the Developers are entitled and enjoined upon to construct building on the said Land;
- iv. The Developer has proposed to construct the building having Ground (part) + Stilt (part) + 7 upper floor on the said land. The plan for the proposed building to be constructed on the said land is annexed hereto and marked as "**Annexure C**";
- v. The said Developer initiated the development work at the above said property and have obtained permission and sanction for development from Thane Municipal Corporation for a structure comprising of **Stilt + Five (Part) floors**, vide **Permission letter dated 15th January 2015** annexed hereto and marked as "**Annexure D**" is a copy of Permission Letter **dated 15th January 2015**. The Developer herein has also **obtained Commencement Certificate from Thane Municipal Corporation vide its letter dated 07th November, 2015**. annexed hereto and marked as "**Annexure E**" is a copy of Commencement Certificate **dated 07th November 2015**.
- vi. The Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- vii. The Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the proposed building and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- viii. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at _____ no _____ and authenticated copy of the Registration Certificate is annexed hereto and marked as "**Annexure F**";
- ix. The Developer herein, now hereby, intend to sale a Flat on the, ____ Floor, carpet area **admeasuring ____ square feet** bearing **Flat No. ____ & ____ Covered Car Park**, Plan for the flat is enclosed and forms part and parcel of the building named "**Padmalaxmi**".

- x. The Purchaser herein, also desirous of purchasing a Flat at a descent locality has approached the Developer herein and therefore, the Developer have now agreed to sale and the Purchaser has agreed to purchase the said Flat on the ____ Floor, carpet area **admeasuring ____ square feet** bearing **Flat No. ____ & ____ Covered Car Park**, is enclosed as **"Annexure G"** and forms part and parcel of the building named ***"Padmalaxmi Co-operative Housing Society Ltd."***.
- xi. The Developer has given the inspection of all the Documents of title relating to the said land and the plans, designs and specifications prepared by the Architects M/s MDA Architects and of such other documents as are specified under the said act and the Rules and Regulations made thereunder;
- xii. The Developer has got the part approval from Thane Municipal Corporation to the plans i.e. _____ and shall obtain the balance approvals from the various concerned authorities from time to time, so as to obtain the Occupancy Certificate of the said proposed building;
- xiii. While Sanctioning the said plans Thane Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said Land and the building and upon due observance and performance of which only the Occupancy Certificate in respect of the said building granted by Thane Municipal Corporation
- xiv. 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 the said Development Agreement and all the applicable laws, the Parties hereto are executing this Agreement on terms and conditions appearing hereinafter;
- xv. Under Section 13 of the said Act the Developer is required to execute an Agreement for Sale of the said flat with the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Purchaser does hereby declare and confirm that he/they has/have seen and inspected all the documents referred to hereinbefore and all other documents prescribed under the provisions of the Act and Rules made thereunder including the said Approved Plans and the said Commencement Certificate and the revised / amended plans proposed to be submitted by the Developer as stated above and all other approvals, permissions with regard to development of the said Land and has also verified all the information given and representations made by the Developer as stated in the Recital Clauses written hereinbefore and he is fully satisfied about

the same and he has no doubts, disputes, claims, requisitions, whatsoever in that behalf. The Purchaser does hereby state and confirm that he has no objection and he does hereby give his free and willing consent for development of the said Land in the manner proposed by the Developer and as stated in the relevant Recital Clauses written hereinbefore.

2. The Developer shall construct the said building consisting of Ground (part) + Stilt (part) + 7 upper floor on the said land in accordance with the plans, designs and specifications as approved by the Thane Municipal Corporation from time to time.

Provided that the Developer shall have to obtain the prior consent in writing of the Purchaser in respect of any variations or modifications which may adversely affect the apartment of the Purchaser except any alteration or addition as required by any Government authority or due to change in law.

3. The Parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these Presents.

4. The Purchaser does hereby agree to purchase and acquire from the Developer and the Developer do hereby agree to sell and allot to the Purchaser the said Premises, i.e. Residential Flat bearing No. _____, having carpet area ____ **sq. ft.** on ____ Floor (hereinafter referred to as "the apartment") in the said "**Padmalaxmi Co-operative Housing Society Ltd.**", building being constructed on the said Land, a Floor Plan whereof is annexed hereto marked "**Annexure G**" and for the lump sum price consideration of Rs. _____ (Rupees _____) including Rs. _____ being the proportionate price of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** hereunder written,

5. The Purchaser does hereby agree to purchase and acquire from the Developer and the Developer do hereby agree to sell and allot to the Purchaser _____ covered parking space bearing no/s _____ situated at stilt floor being constructed in the said building for the consideration of Rs. _____.

6. The total aggregate consideration amount for the said apartment including the covered parking space/s is Rs. _____ (Rupees _____).

7. The Purchaser has paid to the Developer Rs. _____ on or before execution of this agreement, the receipt of which the Developers hereby acknowledges. The Purchaser does hereby agree to pay to the Developers the balance consideration in the following manner:-

Payment Schedule	% Completed	Amount	Service tax	Total Bill Amount
Booking Amount	10			
On Agreement	20			
Initiation of Plinth	15			
Initiation of 1st Slab	4			
Initiation of 2nd Slab	3			
Initiation of 3rd Slab	3			
Initiation of 4th Slab	3			
Initiation of 5th Slab	3			
Initiation of 6th Slab	3			
Initiation of 7th Slab	3			
Initiation of 8th Slab	3			
Initiation of Brick Work, Plaster, Flooring.	5			
Initiation of Finishing Work.	5			
Initiation of Water Proofing, Wiring, External & Internal Plumbing.	5			
Initiation of Lift, Electrical Fittings & Water Pumps.	10			
On Possession	5			

8. The total price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the said apartment.

9. The total price is escalation free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and /or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies / Government time to time. The Developers undertakes and agrees that while raising a demand on the member for any increase in charges as mentioned above, the Developer shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter, which shall only be applicable on subsequent payments

10. The Developer may allow at its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @ ____ % per annum for the period by which the respective instalment has been preponed. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the Purchaser by the Developer.

11. The Developer shall confirm the final Carpet area that has been allotted to the Purchaser after the construction of the Building is complete and occupancy certificate is granted by the Thane Municipal Corporation, by furnishing the details of changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the Carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in Carpet area within the defined limit then the Developer shall refund the excess money paid by the Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such

excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 4 of this agreement.

12. The Purchaser authorises the Developer to adjust / appropriate all payments made by him / her under any heads of dues against lawful outstanding, if any, in his / her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object / demand / direct the Developer to adjust his payment in any manner.

13. The Developer hereby agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may be imposed by Thane Municipal Corporation or any other concerned authority at the time of sanctioning of the plans or thereafter and shall, before handing over possession of the flat to the Purchaser, obtain from the concerned authority Occupancy Certificate in respect of the said flat.

14. Time is essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the apartment to the Purchaser and common areas to the Society after receiving the Occupancy Certificate. Similarly the Purchaser shall make the timely payment of all instalments and other dues by him / her and meeting the other obligations under this agreement subject to simultaneous completion of Construction by the Developer as provided in clause ____ herein above ("Payment Plan").

15. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is one i.e., _____ square meters only and the Developer has planned to utilize the total Floor Space Index of _____ i.e., _____ square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said land in the said Project and the member has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developer only.

16. If the Developer fails to abide by the time schedule for completing the project and handing over the apartment to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the purchaser, for every month of delay, till handing over the possession. The Purchaser agrees to pay to the Developer, interest specified in Rule, on all the delayed payments which become due and payable by the Purchaser to the Developer under the terms of this agreement from the date of the said amount is payable by the Purchaser to the Developer.

17. Without prejudice to the right of the Developer to charge interest in terms of the clause 16 above, on the Purchaser defaulting the payment on due date of any amount due and payable by the Purchaser to the Developer under this agreement, including his / her proportionate share of taxes levied by the concerned authority and other outgoings and on the Purchaser committing three defaults of instalments, the Developer shall at his own option, may terminate this agreement.

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

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

18. The fixtures, fittings and amenities to be provided by the Developer in the said Premises and the said buildings are those that are set out in “**Annexure H**” annexed hereto.

19. The Developer shall give possession of the said Premises to the Purchaser on or before _____, **PROVIDED** always that the Developer shall be entitled to reasonable extension of time for giving possession of the said Premises on or before the date, if the completion of the Building in which the said Premises is situated is delayed on account of:-

- i) War, civil commotion or act of God;
- ii) any Notices, Orders Rules, Notifications of the Government, AMC and / or other Public, Local, Competent Authority, Courts etc.;
- iii) Shortage of Cement, Steel, Building materials etc.

20. The Developer, upon obtaining the Occupancy certificate from Thane Municipal Corporation and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment, to the Purchaser in terms of this agreement to be taken within 3 months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of any failure of fulfilment of any of the provisions, formalities, documentation on the part of the Developer. The Purchaser agree/s to pay the maintenance charges as determined by the Developer. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate for the Project.

21. The Purchaser shall take possession of the said Premises within fifteen days of the Developer giving notice to the Purchaser intimating that the said Premises is ready for use and occupation.

22. Upon receiving the written intimation from the Developer as per clause 20, the Purchaser shall take possession of the Apartment from the Developer by executing the necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Developer shall give the possession of the Apartment to the Purchaser. In case the Purchaser fails to take the possession within the time provided in clause 22, such purchaser shall continue to be liable to pay the maintenance charges as applicable.

23. If within a period of five years from the date of handing over of the Apartment to the Purchaser, the Purchaser brings to the Notice of the Developer any structural defect in the apartment or the building in which the apartment is situated or any defects on account of the workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case if it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, the compensation for such defect in the manner as provided under the Act.

24. The Purchaser shall use the said Premises or any part thereof or permit the same to be used for the purposes for which the same is allotted and in conformity with the Rules & Regulations of TMC and other concerned Authorities.

25. The Developer shall, only after completing the construction work of all the buildings in the said Land as per the said Approved Plans and / or as per the revised / amended plans with the use and utilization of floating FSI / TDR as stated in these Presents and after selling all the flats and premises in the buildings so constructed in the said Land and after giving possession of all such flats and premises to the respective buyers, purchasers, the Purchaser will become the member of the Society ***"Padmalaxmi Co-operative Housing Society Ltd."***.

26. The Purchaser shall be liable to bear and pay the proportionate share i.e. in proportion to the area of the said Premises all the outgoings in respect of the said Land and buildings constructed thereon, 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 bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and the buildings constructed thereon. The Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined, by the Developer from time to time. The Purchaser further doth hereby agree that till the Purchaser's share is so determined. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until they

become the member of the Society. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly, on or before the fifth day of each and every month in advance and shall not withhold the same for any reason whatsoever.

27. The Purchaser shall pay to the Developer the Purchaser's share of the following cost, charges and expenses, which are irrespective and in addition to the price of the said Premises to be paid as per Clause No.6 written hereinabove without raising any dispute about the same, namely:-

AMOUNTS

- a) Rs. _____ towards advance maintenance charges for 1 year
- b) Rs. _____ towards Development charges
- c) Rs. _____ towards Share Money
- d) Rs. _____ towards Legal and Miscellaneous Charges and Cost
- e) Rs. _____ towards Society charges
- f) Rs. _____ towards costs, charges, expenses, deposits etc. for M.S.E.B. and/or M.S.E.D.C.L., for obtaining Electric Supply & Water connection charges
- g) Rs. _____ towards Mahanagar pipe gas charges.

It is specifically agreed and understood that aforesaid amounts shall be paid by the Purchaser to the Developer to refrain the cost, expenses, charges etc. made and / or may be required to be incurred by the Developer from time to time and hence if there is any additional cost, expenses, charges etc. required to be paid in these regards, the Purchaser shall be liable to pay the same when demanded. It is made clear and specific that the Developer shall not be under obligation to maintain separate account in these regards, nor liable to give account thereof to the Purchaser hereto, nor the Purchaser shall be entitled to demand the same.

28. The Purchaser shall, as and when demanded by the Developer pay additionally to the Developer the Purchaser's share in respect of and / or on account of all or any of the items stated hereinbefore, which the Developer at this stage is not in a position to specifically ascertain.

29. The Purchaser in addition shall also bear and pay to the Developer as and when demanded or become applicable, the Service Tax, VAT, GST, all other statutory charges, costs, payments OR ANY OTHER TAX WHICH MAY ARISE DUE TO PURCHASE OF THE SAID PREMISES EXCEPT INCOME TAX etc. payable to the Local Authority, Local Body, Public Authority, Government etc.

30. The Purchaser shall, as and when demanded by the Developer, be liable to bear and pay to the Developer the amounts and sums of money towards development charges betterment charges, municipal charges, charges / taxes for land under development, balcony

premium etc. in proportion to the area of the said Premises. The amounts and the sums so to be paid by the Purchaser shall be decided by the Developer and the same shall not be disputed by the Purchaser.

31. The Purchaser shall pay the Purchaser's share of the Stamp Duty and Registration Charges payable, if any, by the Society, Company on the Conveyance Deed or any other deed / document of transfer in respect of the said Land and the buildings constructed thereon to be executed in favour of the Society, Company or Association.

32. Representations and Warranties of the Developer:

The Developer hereby represents and warrants as follows.

- a) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- b) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- c) 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;
- d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said land and said building 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, said land and said building shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building/wing and common areas;
- e) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Member created herein, may prejudicially be affected;
- f) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said apartment which will, in any manner, affect the rights of Member under this Agreement;
- g) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said apartment to the Member in the manner contemplated in this Agreement;
- h) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- i) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

33. The Purchaser himself with intention to bring all persons into whatsoever hands the said Premises may come does hereby covenant with the Developer as follows:

- a) to maintain the said Premises at Purchaser's own costs in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the buildings in which the said Premises is situated;
- b) not to store in the said Premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the buildings in which the said Premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the buildings in which the said Premises is situated on account of negligence or default of the Purchaser in this behalf and the Purchaser shall be liable for the consequences of the breach hereof;
- c) to carry at his own cost all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the buildings in which the said Premises is situated or the said Premises, which is against the Rules and Regulations and Bye-laws of the concerned Local Authority and in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof, to the concerned Local Authority and / or other Public Authority;
- d) not to demolish or cause to be demolished the said Premises or any part thereof nor at any time make or cause to be made any additions or alteration of whatsoever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains in the said Premises and the appurtenances thereto in good tenantable repairs and condition and in particular so as to support, shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or pardis or other structural members in the said Premises and the building which the same is situated without the prior written permission of the Developer and / or the Society Company, or Association ;
- e) not to do or permit to be done any act or thing which may render void or void-able any insurance of the said Land and the building in which the said Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- f) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Premises and the Building in which the said Premises is situated;
- g) pay to the Developer, within seven days of demand by the Developer, their share of security deposit, maintenance charges demanded by the concerned Local Authority or

Government for giving lift facility, water, electricity or any other service connection to the building in which the said Premises is situated;

- h) Bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority on account of change of user of the said Premises by the Purchaser viz. user of any purpose other than for which the same is allotted.
- i) not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser shall have obtained prior written permission of the Developer in that behalf. However, on compliances made by the Purchaser in these regards, the Developer shall not withhold such permission on unreasonable grounds.
- j) observe and perform all the Rules and Regulations, Bye-laws which the Society, Company or Association may adopt at its inception and the additions, alterations or amendments thereof that may be from time to time for protection and maintenance of the building in the said **"Padmalaxmi Co-operative Housing Society Ltd."** and the said Premises therein and for the observance and Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of the Government and other Public Bodies;
- k) pay and contribute regularly and punctually towards the taxes and expenses or other outgoings in accordance with the terms of this Agreement;
- l) permit the Developer and their nominees, assignees and authorized representatives and agents with or without workmen and others, at all reasonable times to enter into and upon the said Land, the said Premises and buildings in which the said Premises is situated or any part thereof to view and examine the state and conditions thereof;
- m) Not fix the grills on the windows or balconies of the said Premises, otherwise than of the design and specifications given by the Developer.
- n) Not make any changes or alterations in the elevation or exterior of the buildings in which the said Premises is situated.
- o) Not use any projection, chhajjas or any part of the said Premises as flower beds / decks and shall also not keep any flowerpots therein or do any act, which shall spoil the colour scheme, exterior or elevation of the building in which the said Premises is situated.
- p) Not use or cause to be used the said Premises or any part thereof for any unlawful, illegal, immoral activities and / or for any other activities which has been prohibited under any Law, Rules, Regulations, Bye-laws etc. of the Government, Local Authority, Public Authority, Municipal Corporation etc.
- q) Not use or cause to be used the said Premises or any part thereof for business of Hotel, Restaurant Bar, Gambling, Video Parlours etc. or any trade or business having connection therewith.

34. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit sums received on account of the share capital for the Society, and utilize the amounts for the purpose for which they have been received.

35. Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Land and buildings constructed thereon or any part thereof. The Purchaser shall have no claims, save and except in respect of the said Premises hereby agreed to be sold hereunder and all open spaces, parking spaces, lobbies staircases, terraces, recreation spaces etc. will remain the property of the Developer until the said Land and buildings constructed thereon are transferred to the Society as hereinbefore mentioned.

36. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of the time to the Purchaser by the Developer shall not be construed as waiver on the part of the Developer of any breach or non / compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.

37. The Purchaser shall present this Agreement at the proper registration office for registration within the period prescribed by the Registration Act and the Developer and / or their nominees or Constituted Attorneys will attend such office and admit execution thereof. The Purchaser shall alone be liable to bear and pay the Stamp Duty, Registration Charges and all other incidental expenses payable on these presents as well as proportionate share of the Stamp Duty, Registration Charges and other incidental expenses on the conveyance of the said Land together with the building constructed thereon to the Society, Company or Association, as the case may be, whenever the same is executed and registered.

38. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Flat 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 Member who has taken or agreed to take such Flat.

39. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements (save and except the Said Development Agreement),

allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat / building, as the case may be.

40. RIGHT TO AMEND

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

41. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

42. SEVERABILITY

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

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

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

44. 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 or any other transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the parties, in after the Agreement is duly executed by the member and the Developer 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 Thane.

46. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A. D. or Under Certificate of Posting at his address specified below:

47. JOINT ALLOTTEES

That in case there are Joint Members all communications shall be sent by the Developer to the Member 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 Members.

48. No forbearance, indulgence or relaxation shown by the either party at any time in enforcing of or to require performance of any terms and/or provisions of this agreement or giving of time by the either party to other party shall in any way affect, diminish or prejudice the rights of the either party to require enforcement or performance of that term and/or provision and any waiver by any party and any breach of any provisions of this agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or waiver or amendment of the provisions itself or a waiver of any right under or arising out of this agreement.

49. Any dispute that may arise in interpretation of this Agreement shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

FIRST SCHEDULE

All that piece or parcel of plot of land bearing C. T. S. No. 945, 946, 947 and 948 area admeasuring 624.0 square meters or thereabouts situate, lying and being at village Naupada, Taluka and District Thane, within the limits of the Thane Municipal Corporation.

SECOND SCHEDULE

Flat No._____, on _____ Floor, admeasuring _____ square feet carpet area equivalent to _____ square meter carpet area & _____ Covered Car Park as per approved plan in the said New building known as ***“Padmalaxmi Co-operative Housing Society Ltd.”*** to be constructed on the Land more particularly described in the First Schedule hereinabove.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED – PURCHASER)
_____)



_____)



In the presence of

- 1.
- 2.

SIGNED, SEALED AND DELIVERED by)
the within named “DEVELOPER”)
Bapat Constructions)
Through its Proprietor)
Mr. Kedar B. Bapat)



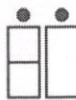
In the presence of

- 1.
- 2.

List of Annexures:

Annexure A	Copy of Property Cards
Annexure B	Copy of Index II of the Development Agreement
Annexure C	Copy of the Plan Proposed by the Developer for the Project
Annexure D	Copy of the Permission by Thane Municipal Corporation
Annexure E	Copy of the Plan approved by Thane Municipal Corporation
Annexure F	Copy of Maha RERA Registration Certificate
Annexure G	Copy of the Plan of Apartment to be purchased by the Purchaser
Annexure H	Specifications and Amenities of the Apartment / Shop / Office
Annexure I	Copy of the Title Report by an Advocate

L: 022-25411685
L: 022-25411688



BAPAT CONSTRUCTIONS

101, Aspi Mansion, Near Saraswat Co-op Bank Ltd., Ramwadi, Naupada, Thane (W) 400602.
Email: bapatkedar11@gmail.com

Date: _____

To,

Mr / Mrs. _____

Sub: Allotment of Flat in "Padmalaxmi" Building at Naupada, Thane.

Dear Sir / Madam,

With reference to your application form, we have allotted you Flat No. ____ on ____ Floor admeasuring Carpet area of ____ Square meter at our "Padmalaxmi" building, Naupada, Thane for Price consideration of Rs. ____ (Rupees ____ only).

We have received the booking sum of Rs. ____ (Rupees ____ only) by Cheque no. ____ dated ____ drawn on ____ as the earnest money deposit towards the allotment of said flat subject to realisation of the cheque. The above Price consideration does not include the payments towards Stamp Duty, Registration charges, VAT, Service Tax, GST, and / or any other Government Charges. These charges will be paid by the Purchaser separately.

The Developer will prepare the Agreement for Sale for the said flat with detailed terms and conditions in favour of the Purchaser Mr/Mrs ____ and the Purchaser will pay the necessary Stamp Duty and Registration charges for the same and get it executed and registered at earliest.

The Payment schedule towards total consideration will be drawn in the Agreement for sale to be executed and registered and the Purchaser hereby agrees to make the Payments to the Developer strictly as per the Payment schedule.

Thanking You.

For Bapat Constructions,

Proprietor

Received and Accepted

Mr / Mrs _____

Purchaser