

AGREEMENT FOR SALE

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SALE PRICE : RS /-

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Market PRICE : RS /-

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STAMP DUTY : RS. _____/-

REGISTRATION FEE : RS. _____/-

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THIS AGREEMENT is made and entered into at
Navi Mumbai, on this _____ day of _____,

BETWEEN

“**M/S. LAXMI GLOBAL** ” a partnership firm carrying business as builder and developer ,
having its office at 511 , The Landmark , Plot No 26/A, Sector-7, Kharghar , Navi Mumbai
410210 Through its Partner **MR. UMMEDARAM PADMARAMAJI PATEL** , hereinafter
referred to as “**THE BUILDER / DEVELOPERS / PROMOTERS/ OWNERS**” (which
expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and
include the partner or partners for the time being constituting the said firm his/her/their executors

and administrators and the survivor of them the heirs, executors and administrators of the last survivor) of the **ONE PART**;

AND

1) **MR./MRS.** _____ Aged ____ Years, Occu- -----
-----PAN NO

2) **MR./MRS.** _____ Aged ____ Years, Occu- -----
-----PAN NO

Residing at:- _____
----- Hereinafter referred to as “the **FLAT PURCHASER/S**” (Which expression shall unless the context does not so admit includes his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART**

AND WHEREAS “THE BUILDER / DEVELOPERS / PROMOTERS/ OWNERS”
is a Partnership Firm and are absolute owner of the said property.

AND WHEREAS The said property was previously an agricultural land bearing respective Survey numbers i.e. 19/3, 19/4, 20/1, 20/2, 21/2A-1A, 21/3 which is converted in plot no 1 to 5 Non Agricultural Land Plots by the order of Collector Of Raigad by his order Bearing No **MS/L.N.A.1(B)/S.R. 400/2011** dated **30/05/2013**. And for the purpose of the computerization of 7/12 Extract, new Survey No i.e. 63 hissa No 1 to 5 given to said property. And the Owner/ Builder is developing Plot No 3 To 5.

AND WHEREAS the property bearing **S. N. 19/3 , 19/4 & 21/3** of Village Bopele were owned by Mr. Ramchandra @ Raman Balu Hazare. He became the owner of said property by Partition of Joint Hindu Family. Mr. Ramchandra @ Raman Balu Hazare Sold Out Said Property

To Mr. Bashir Imam Sayab Sayyad by registered sale deed bearing **No 7005/2011** dated 16/08/2011 . As the property was coming under BTAL Act therefore necessary permission from SDO Panvel was obtain by his order bearing No TNC/VP/SR/374/2011 dated 4/7/2011 And accordingly **Mutation Entry no. 1573** was effected on revenue record .

AND WHEREAS the property bearing **S. N. 20/1** of Village Bopele was owned by Rajan Mahadu Ghate. As per the will executed by Mr. Mahadu Pandu Ghate dated 21/11/2006, Rajan Mahadu Ghate became the owner of the said property. Mr. Rajan Mhadu Ghate Sold out said property to Mr. Bashir Imam Sayab Sayyad by registered sale deed bearing No 7003/2011 dated 16/8/2011. And accordingly **Mutation Entry no. 1572** was effected on revenue record .

AND WHEREAS the property bearing **S. N. 20/2** of Village Bopele was owned by Mr. Mangal Balu Hazare. He became the owner of said property by Partition of Joint Hindu Family. Mr. Mangal Balu Hazare expired on 24/07/2009 and his legal heirs 1) Manda Mangal Hazare, 2) Shalik Mangal Hazare, 3) Monika Mohan Kambari, 4) Shnanta Mangesh Bhagat & 5) Sandip Mangal Hazare were brought on record. And accordingly **Mutation Entry no. 1554** was effected on revenue record . 1) Manda Mangal Hazare, 2) Shalik Mangal Hazare, 3) Monika Mohan Kambari, 4) Shnanta Mangesh Bhagat & 5) Sandip Mangal Hazare sold out said property to Bashir Imam Sayab Sayyed by registered sale deed bearing no 8891/2011 dated 24/10/2011 . As the property was coming under BTAL Act therefore necessary permission from SDO Panvel was obtain by his order bearing No TNC/VP/SR/1164/2011 dated 19/10/2011. And accordingly **Mutation Entry no. 1594** was effected on revenue record .

AND WHEREAS the property bearing **S. N. 21/2A1**, of Village Bopele was owned by Mr. Ramchandra @ Raman Balu Hazare. He became the owner of said property by Partition of Joint Hindu Family. Mr. Ramchandra @ Raman Balu Hazare Sold Out Said Property To Mr. Bashir Imam Sayab Sayyad by registered sale deed bearing **No 7005/2011** dated 16/08/2011 . As the property was coming under BTAL Act therefore necessary permission from SDO Panvel was obtain by his order bearing No TNC/VP/SR/374/2011 dated 4/7/2011 And accordingly **Mutation Entry no. 1573** was effected on revenue record . Mr. Bashir Imamsayab Sayyad sold out 0-24-0 H.R. Area out of 0-44-0 H.R. Area to Shalik Mangal Hazare & Sandip Mangal

Hazare by registered sale deed bearing no. 8002/2011 dated 23/09/2011. And accordingly **Mutation Entry no. 1584** was effected on revenue record . Durusti Aakarphod Patrak of S.N. 21/2A/1, 21/2A/2 & 21/2B was took place . As per that Durusti Aakarphod Patrak S.N. 21/2A1 shown in the Name of Mr. Raman Balu Hazare, S.N. 21/2A2 shown in the Name of Mr. Shalik Mangal Hazare and others S.N. 21/2B shown in the Name of Mr. Nago Kamalu More. Effect of said Durusti Aakarphod patrak was made as per the order of Tahasildar Karjat dated 4/8/2012. And accordingly **Mutation Entry no. 1666** was effected on revenue record . Amendment was made to S.N. 21/2A1 by Durusti Aakarphod Patrak . As per the said Aakarphod patrak S.N. 21/2A/1A was shown in the name of Bashir Imam Sayab Sayyad And S.N. 21/2A/1B was shown in the name of Shalik Mangal Hazare & Sandip Mangal Hazare . And accordingly **Mutation Entry no. 1667** was effected on revenue record .

AND WHEREAS Mr. Bashir Imam Sayab Sayyad obtained the NA permission of the property bearing S.N. 19/3, 19/4, 20/1, 20/2, 21/2A1A, 21/3 . The collector of Raigad issued the N.A. oredr of this property for residential purpose by his order bearing No. **MS/L.N.A.1(B) S.R.-400/2011** dated **30/05/2013** and sanctioned the Lay Out Plan on the same date . The property converted in 5 N.A. plots. And the Said property come to existence. And accordingly **Mutation Entry no. 1550** was effected on revenue record .

AND WHEREAS Mr. Bashir Imam Sayab Sayyad Sold Out Said Property To Bhavesh Ramanlal Desai & Mohan Gurunomal Pahuja by registered sale deed bearing **No 34/2013** dated 31/12/2012 registered on 02/010/2013 . Effect of the said sale deed is given by mutation entry no 1728 at Revenue Record.

AND WHEREAS Bhavesh Ramanlal Desai & Mohan Gurunomal Pahuja Sold Out Said Property To the present Owner / Builder/ Developer/ Promoter by registered sale deed bearing **No 1024/2015** dated 20/5/2015. Effect of the said sale deed is given by mutation entry no 1838 at Revenue Record.

AND WHEREAS the Owner / Builder/ Developer/ Promoter became the absolute owner of the said property .

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

AND WHEREAS Builder / Developer/ Promoter is in seized and possessed of and otherwise well and sufficiently entitled to deal with or dispose of by way of sale, transfer the property, more particularly described in **FIRST SCHEDULE** hereunder written. and the said developer decided to develop the said property and sell it to the different purchasers on “**OWNERSHIP BASIS.**”

AND WHEREAS the Builder / Developer/ Promoter have proposed to construct on the said property **Ground + Seven** storied building named as “**LAXMI CASTELLO** ” on survey no. 63/3, 63/4, 63/5 situated at village **BOPELE**, near Neral Railway Station, Tal. Karjat, Dist Raigad more particularly described in the First Schedules hereunder written.

AND WHEREAS the Collector of Raigad has given the NA permission for residential purpose permission by his order bearing no. **MS/L.N.A.1(B)/S.R. 400/2011** dated **30/05/2013** and also sanctioned Lay out plans dated 30/05/2013 submitted by the Previous owners. Copy Of NA permission is annexed as **Annexure `G'** .

AND WHEREAS the **ZILHA PARISHAD RAIGAD** has given construction permission for residential & commercial purpose by its order bearing **Outward No. / RZP/GP/NSVP /206/2016** dated **09/05/2016** and also sanctioned construction plans dated 09/05/2016 submitted/ Builder/ Developers/ Promoter owners for constructing building on the said property more particularly described in the First Schedule hereunder written on the terms and conditions contained in the said letter. Copy of Construction permission is annexed as **Annexure `B'**.

7/12 extracts showing title of the Owner/Developer in respect of the said Plot Nos. 3,4 & 5 are annexed hereto as **Annexure `D', `E' , and `F'** .

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS The Developers have entrusted the architect works to **‘DESTINATION Architecture Interior Designs’** (hereinafter called "The Said Architect") & RCC works to **ADHARSHILA CONSULTANTS** (hereinafter called "The Said RCC Consultants") to develop, design and lay down specifications for construction of the building on the said plot.

AND WHEREAS the Purchaser is offered a **Flat No. ____ on the ____ floor, (herein after referred to as the said “premises”)** in the _____ wing of the **Building LAXMI CASTELLO** (herein after referred to as the said **“Building”**) being constructed on the said property described in the Third Schedule hereunder written.

AND WHEREAS, the Promoter has applied to registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority which is under process.

Or

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure ‘—‘

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the ***Real Estate (Regulation and Development) Act 2016*** (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as 'H' , 'D', 'E' , **and 'F'** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto .

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'B'**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Builder / Developers have accordingly commenced construction of the said building in accordance with the said plans. The Builder / Developers have further informed the Purchaser that the Builder /Developers shall be selling Flats in the said building on what is known as "Ownership Basis" (with a view ultimately that the Purchasers of all the Flats

in the said building should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Society Act, 1960 or ultimately become members of such society) and upon the Purchasers of all the Flats in the said building paying him in full all their respective dues payable to the Builder / Developers and strictly complying with all the terms and conditions of the respective agreement with the Builder /Developers (in a form similar to this Agreement), The Builder /Developers shall execute the necessary Agreement for Sale of the said property together with the building laid down with the Builder /developers .The purchaser has agreed to acquire from the Builder /developers Flat/ Shop in the said building with full notice of terms and conditions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser has applied to the Promoter for allotment of **Flat No.** _____ on _____ floor in wing _____ situated in the building No. _____ being constructed being constructed on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises / Flat is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of **Rs** _____ (**Rupees** _____) only, being **part payment** of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit

and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under **section 13** of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

- The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being Flat / Shop / Office / Unit No. _____ of the type _____ of carpet area admeasuring _____ sq. metres on _____ floor in the building _____ / wing (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ (Rupees

_____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser garage bearing No.____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ (Rupees _____ only).

(iii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ (Rupees _____ only)

1(b) The total aggregate consideration amount for the said Premises including garages / covered parking spaces is thus Rs _____ (Rupees _____ only)

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____) in the following manner :-

Sr.No.	Particulars	Percentage
1	On Booking	10%
2	To be paid to the Promoter after the execution of Agreement	30%
3	To be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is situated.	45%
4	To be paid to the Promoter on completion of 2 nd slab in the wing in which the said Apartment is situated.	52%
5	To be paid to the Promoter on completion of 4 th slab in the wing in which the said Apartment is situated.	58%
6	To be paid to the Promoter on completion of 6 th slab in the wing in which the said Apartment is situated.	64%
7	To be paid to the Promoter on completion of 8 th	70%

	slab in the wing in which the said Apartment is situated.	
8	To be paid to the Promoter on completion of the walls, internal plaster of the said premises.	75%
9	To be paid to the Promoter on completion of the staircases, wells, lobbies up to the floor level of the said premises.	80%
10	To be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is situated.	85%
11	To be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical entrance lobby/s, Sanitary fittings, floorings, doors and windows , paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.	95%
12	To be paid to the Promoter at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.	100%

All the payment made by the purchaser should be done in the name of “ LAXMI GLOBAL -----”.

1(d) The Purchaser/s hereby confirms that the consideration and all payments under this agreement payable to the Owner/Developer is net and all other payments including Stamp Duty, Registration, Legal Fee, Sale Tax, Service Tax, VAT, L.B.T. , GST or any other Tax and all other payments, including all kinds of statutory payments and liabilities (whether payable as per present Law/s and/or as per future Law/s including any judicial view, review, interpretation and for reason/s whatsoever) for sale of the said Flat to the Purchaser/s herein shall be on account of the Purchaser/s alone and same shall be paid and/or settled by the Purchaser/s immediately along with payment of each installment without making the Owner/Developers herein liable/responsible for

the same in any manner whatsoever. In case of any delayed payment towards any and/or all taxes, duties, levies, cess etc. whether direct or indirect (including but not limited to Service Tax, VAT, GST etc.) by the Purchaser/s, the Purchaser/s shall be liable to pay any penalty that may be levied by such Authority along with interest @ 24% p.a. on the delayed payment to the Owner/Developers.

- 1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional

amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1(i) It is also specifically agreed between the parties that vat/ GST shall be paid by the purchaser to the developer at the time of execution of the said agreement for sale. It is also agreed between the parties that GST/ service tax shall be paid by the purchaser to the developer at the time of propose installments. If there any Increase/Decrease in the GST/ Vat & Service Tax Rate it will be Bourne by the purchaser. Any other Taxes levied by Government which will be require to pay for this agreement will be paid by purchaser made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the **Floor Space Index** available as on date in respect of the project land is 14013.09 square meters only and Promoter has planned to utilize Floor Space Index of 1.29 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail

address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'A'**, annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before **31st day of December, 2019** with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the 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 Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Apartments are ready for use and occupancy:
- 7.3 **Failure of Purchaser to take Possession of Said Premises:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the 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 such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by **“LAXMI CASTELLO ”** or such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the co-operative housing society or association or limited company and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.
- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the co-operative housing society or association or limited company and within three months of such registration of the Society or

Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of co-operative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs.____ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Purchaser shall not have to pay any amounts towards share money application, entrance, Fee of the Society, For Formation and Registration of Society, For MSEB deposit, water connection charges, Towards the water connection and pump . All these expenses are included in the consideration amount of the Said Flat/ Shop.
11. The Purchaser shall pay to the Promoter a sum of Rs._____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and

the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area soft he Structure to the Association of the Purchasers;
- x. The Promoter 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;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the

dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.

- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.
20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all

disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.
22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent

construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

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

- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
- h) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

- that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.

- fencing, partition, retaining walls will not be constructed between the buildings.
- Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers
- common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- each building shall be maintained in good and proper condition along with the unobstructed right of access.
- the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.
- it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

- the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the first schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

26. BINDING EFFECT

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

27. ENTIRE AGREEMENT

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

any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises as the case may be.

28. RIGHT TO AMEND

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

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

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

30. 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the

carpet area of the said premises to the total carpet area of all the said premises in the Project.

32. FURTHER ASSURANCES

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

33. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

34. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

35. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified Below .

Purchaser's Address

Email- -----

Builder/ Promoters Address

Email- -----

It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

36. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

37. STAMP DUTY AND REGISTRATION AND STATUTORY TAXES AND LEVIES:-

The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone.

38. **DISPUTE RESOLUTION** :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

39. **GOVERNING LAW**

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

40. ***The Owner / Developer have informed the Flat Purchasers and Purchasers***

are aware that:-

- *Owner / Developer are developing the said Property by constructing a building to be known as “LAXMI CASTELLO” consisting of 6 wings being wing ‘A’, ‘B’, ‘C’, ‘D’, ‘E’, ‘F’ each comprising of stilt + Seven or more upper floors;*
- *The Owner / Developer, at present, are constructing said building with six wings in the said Complex comprising of Stilt and 7 (Seven) or more upper floors. The Owner/Developers in due course of time shall submit revised building plan for additions, alterations for constructing additional floors by consuming entire balance FSI of the said property as well as TDR that may be permitted to be utilized on the said property. The Owner / Developer in their absolute discretion will be entitled to change the location, make amendments, additions, alterations etc. in the layout and/or change location or plans of the remaining wings/buildings and the Flat Purchaser/society hereby give consent to the same. The Flat Purchaser/s further agrees not to object to such change in the location, amendments, additions, alterations etc. It is expressly agreed that the Owner / Developer shall be entitled to put and/or permit any person to put hoardings/illuminated or comprising of the neon on the said property or on the building or buildings of the said property or any parts’ thereof and for that purpose the Owner / Developer are fully authorized to allow temporary or*

permanent construction or erection or installation either on the exterior of the said building or on the said property as the case may be and the purchaser/s agrees not to object or dispute the same;

- The Owner/Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Owner/Developer in their own and absolute discretion will be entitled to amend or modify the building plans and the Owner/Developer are entitled to consume additional FSI/TDR that may be permitted to be utilized on the said property.*
- The Society/Limited Company/Association, that may be formed by the Purchasers of the Flats in the said building shall not charge from the Owner/Developer or its nominee/s or transferee/s any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding, etc. for the purpose mentioned hereinabove.*

41. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

42. It is agreed between the parties that , in future the Owners / Builder / Developers / Promoter is intending to develop the adjacent plot as a **“LAXMI CASTELLO PHASE II ”** or by any other name and the propose flat purchasers of the adjacent project i.e. **“LAXMI CASTELLO PHASE II ”** or any other project developed by the said Owners / Builder / Developers / Promoter will have right of access of the common amenities i.e. Club House, Gym, Indoor Games, Garden which is provided for this project i.e. **“LAXMI CASTELLO ”**.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All those piece and parcel of land situated lying at Village **BOPELE** and being within the limit of KOKLHARE Grampanchayat, Taluka Karjat, District and Division of Raigad, and

within the jurisdiction of Sub-Registrar Karjat and which is more particularly described in the Revenue Records as under :

SURVEY NO	HISSA NO.	AREA Sq. Mtr	ASSESMENT
63	3	1252 -00	-
63	4	1550-00	-
63	5	9175-00	917-50

The fourth boundries of the said property are as per government record.

SECOND SCHEDULE ABOVE REFERRED TO

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

THE THIRD SCHEDULE OF THE PROPERTY:

**Flat/Shop no. -----on the -----Floor, in -----Wing ,
admeasuring area of ----- Sq. Ft. Carpet, in the building named as
“LAXMI CASTELLO” Situated in Survey No. 63/3,63/4, 63/5 at village
Bopele, Tal. Karjat, Dist. Raigad.**

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

**SIGNED AND DELIVERED by the)
Within named DEVELOPERS**

Photo	Name	Sign & Thumb
	M/S. LAXMI	

RECEIPT

Received of and from the within named Purchaser(s) the day and the year first herein above written the sum of _____/- (Rupees –

-----Only) being part/full
payment of the consideration as per the following details:

Date	Cheque No.	Drawn on (Bank & Branch)	Amount
		Total	

WE SAY RECEIVED
FOR M/S. LAXMI GLOBAL

Annexure “A”

AMENITIES & SPECIFICATIONS

- General** : The building will be a well designed R.C.C frame structure and will have overhead water storage tank of adequate capacity.
- 2) Flooring : 2p2 vitrified Flooring in all rooms , Antiskid flooring in Bathroom , WC & Terrace.
- 3) Doors : Attractive Door with Decorative Laminate sheet fitting having door bell, door eye , beautiful Handle, Seafty Chain & Night Latch
- Windows : Granite windows sill in all windows with powder coated aluminum sliding windows.
- 5) Plumbing : Concealed plumbing in bathrooms with good CP Fittings.
- 6) Electrical : Sufficient electric points with branded copper wiring with Modular switches & AC Point in all Rooms
- W.C & Bath : Contemprrory bathroom design with branded sanitary fittings, Designer glazed tiles Dado up to 7 ft hight in bathroom and toilet , concealed Plumbing with premium quality CP fitting , Anodized aluminum glass louvered window
- 8) Painting : POP finish internal wall with plastic emulsion paint Good quality Acrylic paint on external walls.
- 9) Water Source : Provision of separate overhead & underground drinking water tank of adequate capacity.
- 10) Kitchen : Granite kitchen platform with branded stainless steel sink, Provision for exhaust fan .
- 11) Security : Security System with CCTV at security cabin
- 12) Terrace : Water proofing treatment with china chips

