

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at THANE, on this ____ day of _____ in the Christian Year Two Thousand Seventeen (2017).

B E T W E E N

M/s. EKVIRA ENTERPRISES, PAN AAFPE4762Q, A Partnership Firm, having its Office at : _____, Diva Shil Road, Diva (E), Taluka and District Thane – 400 607, hereinafter referred to as “**PROMOTER**” (which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present partner/s, partner/s who may continue/s as the partner of the firm and person/s who may be admitted as the partner of the firm on reconstitution of the firm and on dissolution of the firm, right and obligation under this instrument to whom allotted and partner/s heirs, executors, administrators, but does not include the partner/s who ceases to be the partner of the said firm and his heirs, executors, administrators etc.). of the **ONE PART.**

A N D

(1) _____,
PAN _____, age ____ years,

(2) _____,
PAN _____, age ____ years,

Indian Inhabitant/s, having address at : _____,
_____, hereinafter referred to as the “**PURCHASER/S**” (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

WHEREAS as per the provisions of Bombay Tenancy and Agricultural Lands Act, 1948, one Shri Raghunath G. Bhoir and others became the owners, seized and possessed of and/or otherwise well and sufficiently entitled to Agricultural land being Survey No.70, Hissa No.6-P, admeasuring **1557.22 sq. mtrs.**, situated at Revenue Village and Talathi Saja Diva, Taluka and District Thane, as per old Revenue Records (hereinafter referred to as the “**SAID OLD SURVEY NUMBERED LAND**”);

AND WHEREAS by and under Release Deed dated 21st October 2015, which was duly registered in the Office of Sub-Registrar of Assurances, Thane – 5 at Serial No. TNN-5/10866/2015, one Mrs. Draupadi Kacharu Mhatre, Mrs. Anjali alias Anjani Vasant Mhatre and Mrs. Kunda Vishwas Thakur who were co-owners of the Said Old Survey Numbered Land, released their undivided share in the Said Old Survey Numbered Land, out of love and affection and without consideration, to and in favour of remaining co-owners i.e. said Shri Raghunath G. Bhoir and others;

AND WHEREAS by and under registered Development Agreement dated 14th December 2015, which was duly registered in the Office of Sub-Registrar of Assurances, Thane – 9 at Serial No.TNN-9/8791/2015, said Shri Raghunath G. Bhoir and others have assigned the development rights in respect of the Said Old Survey Numbered Land to and in favour of one M/s. Ekveera Enterprises i.e. Promoter herein, on the terms and conditions contained therein. Said Shri Raghunath G. Bhoir and others have also executed Power of Attorney dated 14th December 2015 which authorised the Promoter to do various acts relating to development of the Said Old Survey Numbered Land and sale of flat/shop/premises in the new building/s to be constructed on the Said Old Survey Numbered Land;

AND WHEREAS the Promoter applied to survey the Said Old Survey Numbered Land in the Office of T. I. L. R., Thane. By and under order dated 19th October 2016 of Dy. Superintend of Land Records, surveyed the Said Old Survey Numbered Land and rectified the Hissa Form No.12 of Survey No.70, Hissa No.6. Taking the cognizance of Order dated 19th October 2016 of Dy. Superintend of Land Records, Thane and letter dated 24th November 2016 of Tahsildar, Thane, Talathi of Village Diva issued new 7/12 extract of the Said Old Survey Numbered Land as per Mutation No.1398 with new number and area as under :

Survey No.	Hissa No.	Area H - R - P	Assessment Rs.-Ps.
70	6-H	0 - 14 - 60 0 - 00 - 90 ----- 0 - 15 - 50 -----	3 - 13

(hereinafter referred to as the “**SAID PROPERTY**”);

AND WHEREAS the Tahasildar, by and under Order dated 17th December 2016, had verified Non-Agricultural Tenure of the Said Property and granted permission for Non-Agricultural user of the Said Property;

AND WHEREAS by and under Deed of Rectification dated 13th January 2017 which was duly registered in the Office of Sub-Registrar of Assurances, Thane – 1 at Serial No.TNN-1/583/2017, said Shri Raghunath G. Bhoir and others and Promoter have rectified number and area of the Said Old Survey Numbered Land as per Mutation No.1398 with new number and area;

AND WHEREAS **Mr. N. R. Mahajan**, an Advocate from Thane, by and under his Title Certificate dated 13th February 2017, has certified the title and an authority of the Promoter to develop the Said Property;

AND WHEREAS the Promoter has obtained from Thane Municipal Corporation (for short **“SAID TMC”**), sanction plans for layout and building construction vide Commencement Certificate bearing V P. No. S10/0028/16/TMC/TDD/2031/17 dated 4th January 2017, to construct a Commercial-cum-Residential building having **Stilt (Part) + 1 to 5 + 6 (Part) with Podium** (hereinafter referred to as the **“SAID SANCTIONED PLANS”**) by consuming **0.98** FSI with proposed built-up area **1530.23** sq. mtrs.;

AND WHEREAS the Promoter herein being developer of the Said Property alone, has sole and exclusive rights to construct building on the Said Property in accordance with the recitals hereinabove and to sell, mortgage, give on lease and/or to deal therewith in any other manner as the Promoter may deem, fit and proper, the premises in the building to be constructed by the Promoter on the Said Property and to enter into Agreements with the Purchasers of the premises and to receive the sale price in respect thereof;

AND WHEREAS the Promoter has proposed to construct a Commercial-cum-Residential building having **Stilt (Part) + 18 (with Podium)** to be known as **“CHANDRANGAN RESIDENCY TYPE - A”** (hereinafter referred to as the **“SAID PROJECT”**) having Shops, Offices and Residential premises, by using maximum potential FSI of the Said Property under loading additional TDR of 2170 sq. mtrs. and FSI of 465 sq. mtrs. by paying premium, as per the D.C. Rules of the Sanctioning Authority;

AND WHEREAS the Purchaser/s is/are offered to purchase a Shop/Office/Flat bearing No. on the floor admeasuring sq. mtrs. carpet area of the building to be known as **“CHANDRANGAN RESIDENCY TYPE - A”** (hereinafter referred to as the **“SAID PREMISES”**) being constructed on the Said Property by the Promoter;

AND WHEREAS the Promoter has registered the Said Project under the provisions of the Act with the Real Estate Regulatory Authority at Serial No....., authenticated copy is attached in **Annexure ‘A’**;

AND WHEREAS the Promoter herein has entered into standard agreement with Architect **M/s. Joshi Deshaware & Associates** (for short "**SAID ARCHITECT**") - an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of Said Property including preparation of the layout and construction plan of the building and further has entered into standard agreement with RCC Structural Engineers **Mr. Vikas Gokhale**, (for short "**SAID STRUCTURAL ENGINEER**") for preparation of structural designs and has accepted the professional supervision of the said Architect and said Structural Engineer or such other Architect/Structural Engineer as the Promoter may appoint and/or substitute from time to time, till the completion of the Said Project;

AND WHEREAS on demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the Said 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 thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by Shri N. R. Mahajan, Advocate of the Promoter, authenticated copies of 7/12 Extract showing the nature of the title of the Promoter/ said Shri Raghunath G. Bhoir to the Said Property on which the building is to be constructed have been annexed hereto and marked as **Annexure 'B'** and **'C'**, respectively.

AND WHEREAS authenticated copies of Commencement Certificate bearing V P. No. S10/0028/16/TMC/TDD/2031/17 dated 4th January 2017 as approved by Said TMC, sanctioning a building having Stilt (Part) + 1 to 5 + 6 (Part) with Podium, have been annexed hereto and marked as **Annexure 'D-1'**;

AND WHEREAS the authenticated copies of the plan of the Layout as approved by Said TMC, sanctioning a building having Stilt (Part) + 1 to 5 + 6 (Part) with Podium, have been annexed hereto and marked as **Annexure 'D-2'**;

AND WHEREAS the authenticated copies of the plans and specifications of the Said Premises agreed to be purchased by the Purchaser/s, as sanctioned and approved by said TMC, have been annexed and marked as **Annexure 'D-3'**;

AND WHEREAS the Promoter has got some of the approvals from Said TMC to the plans, the specifications, elevations, erections and of the said building and shall obtain sanction for aforesaid additional FSI from sanctioning authority from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building;

AND WHEREAS while sanctioning the said plans Said TMC 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 Said Project and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said building shall be granted by said TMC;

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the Said Sanctioned Plans;

AND WHEREAS the Purchaser/s has/have purchase from the Promoter a Shop/Office/Flat bearing No. onfloor admeasuring sq. mtrs. carpet area of the said building to be known as **“CHANDRANGAN RESIDENCY TYPE - A”** being constructed on the Said Property;

AND WHEREAS the carpet area of the Said Premises is _____ square meters and "carpet area" means the net usable floor area of an Said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the Said Premises for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Said 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 and 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/s has/have paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Said Premises agreed to be sold by the Promoter to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the Promoter has registered the Said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Serial No. _____;

AND WHEREAS, under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of Said Premises with the Purchaser/s, 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/s hereby agree/s to purchase the Said Premises;

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

1. The Promoter shall proposed to construct the said building consisting of Stilt (Part) + 22 with Podium on the Said Property in accordance with the plans, designs and specifications as to be 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/s in respect of variations or modifications which may adversely affect the Said Premises of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i) The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s a Shop/Office/Flat No. of Carpet Area admeasuring sq. mtrs. on floor of the building (hereinafter referred to as the **"SAID PREMISES"**), as shown in the Floor plan thereof hereto annexed and marked Annexure D-3, for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the Said 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/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Parking bearing No. situated at Basement/Stilt/Podium being constructed in the layout for the consideration of Rs./-.

1(b) The total aggregate consideration amount for the Said Premises including Parking Spaces is thus Rs...../-.

1(c) The Purchaser/s has/have paid on or before execution of this agreement a sum of Rs./- (Rupees only) (10% of the total consideration) as advance payment or application fee and hereby agree/s to pay to that Promoter the balance amount of Rs/- (Rupees) in the following manner :

i. Amount of Rs...../- (Rupees only) (30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

- ii. Amount of Rs...../- (Rupees only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the Said Premises is located.
- iii. **Amount of Rs...../- (Rupees only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the Said Premises is located.**
- iv. Amount of Rs...../- (Rupees only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Said Premises.
- v. Amount of Rs...../- (Rupees only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Said Premises.
- vi. Amount of Rs...../- (Rupees only) (not exceeding 85% of the total consideration) 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 located..
- vii. Amount of Rs...../- (Rupees only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said Premises is located.
- viii. Balance Amount of Rs...../- (Rupees only) against and at the time of handing over of the possession of the Said Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Said Project payable by the Promoter) up to the date of handing over the possession of the Said Premises.

1(e) The Promoter undertakes and agrees that while raising a demand on the Purchaser/s 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/s, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been sold to the Purchaser/s after the construction of the said 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/s within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area sold to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan.

1(g) The Purchaser/s authorise/s the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their 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 Said Premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Premises.

2.2 Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Said Premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them 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.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Said Project is **1530.23 sq. mtrs.** only and Promoter has planned to utilize **Floor Space Index of 2635 sq. mtrs.** 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 **2635 sq. mtrs.** as proposed to be utilized by it on the Said Property in the Said Project and Purchaser/s has/have agreed to purchase the Said Premises based on the proposed construction and sale of Said Premises 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 Said Project and handing over the Said Premises to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the Said Project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s 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/s 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/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen (15) days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at e-mail address provided by the Purchaser/s, of its 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/s 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/s (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 (30) days of the termination, the installments of sale consideration of the Said Premises which may till then have been paid by the Purchaser/s 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 brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Said Premises as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Said Premises to the Purchaser/s **on or before..... day of20__**. If the Promoter fails or neglects to give possession of the Said Premises to the Purchaser/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the Said Premises with interest at the same rate mentioned in Rules, 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 Said Premises 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/s as per the Agreement, shall offer in writing the possession of the Said Premises, to the Purchaser/s in terms of this Agreement to be taken within fifteen (15) days from the date of issue of such notice and the Promoter shall give possession of the Said Premises to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. **The Purchaser/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Purchasers, as the case may be.**

7.2 The Purchaser/s shall take possession of the Said Premises within 15 days of the written notice from the Promoter to the Purchaser/s intimating that the Said Premises is ready for use and occupancy.

7.3 **Failure of Purchaser/s to take Possession of Said Premises** : Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser/s 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/s. **In case the Purchaser/s fails to take possession within the time provided in clause 7.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.**

7.4 If within a period of five (5) years from the date of handing over the Said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises is 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 its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchaser/s shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which is sold for. He/she/they shall use the Parking space only for purpose of keeping or parking vehicle.

9. The Purchaser/s along with other Purchasers in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the common organisation of Purchaser/s. No objection shall be taken by the Purchaser/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three (3) months of 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 Property on which the Said Premises is situated.

9.2 Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the Said Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the Said Property and building's 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 Said Property and said building. Until the Society or Limited Company is to be formed, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agree/s that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Said Property is executed in favour of

the Society or a Limited Company as aforesaid. On such conveyance being executed of the Said Property, 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/s shall on or before delivery of possession of the Said Premises keep deposited with the Promoter, the following amounts:-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs..... for Deposit towards Water, Electric, and other utility and services connection charges &
- (v) Rs..... for deposits of electrical receiving and Sub Station provided in Layout.

11. The Purchaser/s 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 Society and the cost of preparing deeds and documents.

12. At the time of registration of conveyance of the Said Property, the Purchaser/s shall pay to the said Society or Limited Company, Purchaser/ss' share of stamp duty and registration charges payable on such conveyance or any document or instrument of transfer in respect of the Said Property.

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

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

- i. The Promoter has clear and marketable title with respect to the Said Property and has the requisite rights to carry out development upon the Said Property and also has actual, physical and legal possession of the Said Property for the implementation of the Said Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project and shall obtain requisite approvals from time to time to complete the development of the Said Project;
- iii. There are no encumbrances upon the Said Property or the Said Project;
- iv. There are no litigations pending before any Court of law with respect to the Said Property or Said Project;
- v. All approvals, licenses and permits issued by the competent authorities, with respect to the Said Project, Said Property and said building, are valid and subsisting and have been 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 Said Project, Said Property, said building 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/s 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 Said Property, including the Said Project and the Said Premises which will, in any manner, affect the rights of Purchaser/s 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/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the Said Property to the Society of Purchasers, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society 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 Said Property and/or the Said Project.

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

- i. To maintain the Said Premises at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the Said Premises is situated and the Said Premises 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 Said Premises 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 Said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated or the Said Premises 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/s committing any act in contravention of the above provision, the Purchaser/s 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 Said Premises 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 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 and pipes in the

Said Premises 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 Said Premises 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 Said Premises 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 Said Property and the building in which the Said Premises 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 Premises in the compound or any portion of the project land and the building in which the Said Premises is situated.
- vii. Pay to the Promoter within fifteen (15) days of demand by the Promoter, his/her/their 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 Said Premises 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 Said Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company 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 Said Premises 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/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Said Premises 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 Said Property in which Said Premises is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, to enter into and upon the said building 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/s 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 it has been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Property and said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Said Property alongwith said building is transferred to the Society/Limited Company or other body.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Said Premises 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 Purchaser/s who has taken or agreed to take such Said Premises.

18. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection

therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

19. 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.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/SUBSEQUENT PURCHASER/S

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 Said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Said Premises, in case of a transfer, as the said obligations go along with the Said Premises for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and 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.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchasers in the Said 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 Said Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement 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.

25. 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/s, in after the Agreement is duly executed by the Purchaser/s and the Promoter 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 Diva, Thane.

26. The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance 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.

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

Purchaser/s :

MR./MRS. _____,

Address : _____,

Notified Email ID: _____,

Promoter :

M/S. EKVIRA ENTERPRISES,

Address : _____,

Notified Email ID: _____

It shall be the duty of the Purchaser/s and the promoter to inform each other of any change in address 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/s, as the case may be.

28. **JOINT PURCHASERS**

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

29. **Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

30. **Dispute Resolution**

Any dispute between parties 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.

31. **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 Thane courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO :
(SAID PROPERTY)

An immovable property situated at Revenue Village and Talathi Saja Diva, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of the Municipal Corporation of the City of Thane and according to New Revenue Records, bearing following descriptions:

Survey No.	Hissa No.	Area H - R - P	Assessment Rs. - Ps.
70	6-H	0 - 14 - 60 0 - 00 - 90 ----- 0 - 15 - 50 -----	3 - 13

SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT premises being Shop/Office/Flat bearing No. _____,
admeasuring _____ sq. mtr.. of carpet area on the _____
floor of the building to be known as “**CHANDRANGAN RESIDENCY TYPE
- A**” under construction on the Said Property more particularly
described in the First Schedule written hereinabove.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO
SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND
YEAR WRITTEN HEREINABOVE.

SIGNED AND DELIVERED by the _____ }

withinnamed the “**PROMOTER**” }

M/s. EKVIRA ENTERPRISES, }

Through its Authorised Partners, }

1.MR. _____, }

2. MR. _____, }

in the presence of }

1.

2.

SIGNED AND DELIVERED by the _____ }

withinamed the “**PURCHASER/S**” }

(1) _____, }

(2) _____,}

in the presence of }

1.

2.

RECEIPT

RECEIVED of and from the withinnamed the PURCHASER/S a sum of
Rs. _____/- (Rupees _____
_____ only) being the amount of part
consideration to be paid by him to us as per these presents by Demand
Draft/Pay Order/Cheque No. _____ dated _____ drawn on
_____ Bank.

Witnesses:

WE SAY RECEIVED Rs. _____/-

(Subject to realization of instrument)

1.

For M/s. Ekvira Enterprises

1.

2.

2.

(Authorised Signatory)

(PROMOTER)

ANNEXTURE 'F'

LIST OF AMMENITIES

LIVING ROOM –

- A. French window & Anodized Aluminium Slidings with Fly mesh.
- B. 2 x 2 vitrified tiles in all room, wall finished with Putty & Acrylic Paints in all rooms.
- C. T.V. point, Telephone point & Cable, Net point, A.C. Point in Living room & Bedroom.
- D. Electrical Anchor GM accessories in all rooms.
- E. Wooden Doors with laminate finishing.
- F. Intercom Facility (Video Door Phones).
- G. False Ceiling Provided in Living Room.
- H. Ceiling Fan in Hall, Kitchen and Bedroom.
- I. Fire Sprinklers Provided.
- J. MCB (Miniature Circuit Breaker)

KITCHEN –

- A. French window with Anodized Aluminium Slidings.
- B. Kitchen Platform with Granite & S.S. Sink with ISI mark.
- C. Kitchen Trolley Provided.
- D. 10 x 15 Full Height Glazed Tiles.
- E. Fridge Point, Mixer Point.

W/C – BATH –

- A. Granite or Marble Frame Door.
- B. Full Height Glazed Tiles in all W/C & Bathroom (10 x 15).

C. Premium Quality Plumbing Jaguar S.S. Fitting.

D. Gezer Point, Washing Machine Point.

BED ROOM –

A. French window & Anodized Aluminium Slidings with Fly mesh.

B. A/C point.

C. Wooden Door with Cenmica

PROJECT HIGHLIGHTS

- Earthquake Resistant Design
- Fully Equipped Children Playground & Garden.
- Well Equipped Gymnasium
- High Speed Elevators of Reputed Make
- Intercom & C.C.T.V. provision for hi-tech security
- Rainwater Harvesting Facility
- Generator Backup for Lift, Passage & Common Areas
- Solar Water Heating System Provision on Roof
- Grand Entrance for main Gate
- High Quality Texture Exterior Paints