

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT

MADE AT BADLAPUR

THIS ... DAY OF, 2017

B E T W E E N

M/S KIMAYA CONSTRUCTION, a partnership firm acting through its Partners **1) SHRI. VEVEK NAGESH KULKARNI**, age ... years, having it's office address at : B-6, Bhagirathi Pride, next to Govind Dham Tower, Near Sai Krupa Hospital, Manjarli, Badlapur (W) – 421 503, Tal.Ambernath, Dist.Thane, hereinafter called and referred to as the **“PROMOTERS/DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/their/his/her heirs, executors, administrators and assigns) **being the party of the first part.**

A N D

1.MR......, aged about Years, Occupation

2.MRS., aged about Years, Occupation, residing at

....., hereinafter collectively called and referred to as the **“PURCHASER/ALLOTTEE”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) **being the Party of the Second Part.**

WHEREAS MRS. ASHWINI NANDKUMAR POTDAR seized and /or possessed off and/or otherwise well sufficiently entitled to all that piece and parcel of N.A. land lying, being and situate at **Survey No.61, Hissa No.3 Part, area admeasuring about 692.41 Sq. Mtr. Assessment Rs 0-48 Paise, located and situated at revenue Village Kulgaon, Taluka-Ambernath, District- Thane**, within the limits of Kulgaon Badlapur Municipal Council.

AND WHEREAS the said owner has purchased the abovesaid property from Vijaya Govind Sawant & Shailesh Shridhar Sawant by Deed of Conveyance dated 09/02/1988 for a consideration and upon terms and conditions as mentioned in the said Deed of Conveyance and thereafter, started enjoying the said property as absolute owner thereof vide Mutation entry No.4097 dated 20/04/1988.

WHEREAS alongwith aforesaid property the said **MRS. ASHWINI NANDKUMAR POTDAR** also seized and /or possessed off and/or otherwise well sufficiently entitled to all that piece and parcel of N.A. land lying, being and situate at **Survey No.61, Hissa No.3 Part, area admeasuring about 22.05 Sq. Mtr., Assessment Rs 0-05 Paise, located and situated at revenue Village Kulgaon, Taluka-Ambernath, District- Thane**, within the limits of Kulgaon Badlapur Municipal Council.

AND WHEREAS the said owner has purchased the said property from Uday Bhagawantrao Salunkhe by Deed of Conveyance dated 26/06/1992 duly registered with Sub-registrar of Assurances under No.1606/1992 for a consideration and upon terms and conditions as mentioned in the said Deed of Conveyance and thereafter, started enjoying the said property as absolute owner thereof vide Mutation entry No.6498 dated 07/05/2015.

WHEREAS similarly, **MRS. ASHWINI NANDKUMAR POTDAR** seized and /or possessed off and/or otherwise well sufficiently entitled to all that piece and parcel of N.A. land lying, being and situate at **Survey No.61, Hissa No.3 Part, area admeasuring about 39.5 Sq. Mtr., Assessment Rs 0.10 Paise, located and situated at revenue Village Kulgaon, Taluka-Ambernath, District- Thane**, within the limits of Kulgaon Badlapur Municipal Council.

AND WHEREAS the said owner has purchased the said property from Naganath Bayajiappa Divate by Deed of Conveyance dated 03/05/2001 duly registrered with Sub-Registrar of Assurances under No.1032/2001 for a consideration and upon terms and conditions as mentioned in the said Deed of Conveyance and thereafter, started enjoying the said property as absolute owner thereof vide Mutation entry No.6497 dated 16/03/2015.

AND WHEREAS the owner along with her family members have decided to develop the said property and therefore, they are in search of a Builder/Developer who is competent and will give them good returns.

AND WHEREAS in the meantime, the Promoters /Developers came to know about the intention of the Owner and therefore, approached to the Owner and after negotiations and discussions the said Owner and his family members have decided to enter into an agreement.

AND WHEREAS the Owner and the family members of the said property have granted development rights in respect of said property in favour of the Promoters /Developers by executing Development Agreement and interested all development rights in respect of all that piece and parcel of land lying, being and situate at Village Kulgaon bearing S. No.61/3(Part) area admeasuring about 39.5 Sq. Mtr., Ass. Rs.0-10 Paise, S. No.61/3 (Part) area admeasuring about 22.05 Sq. Mtr., Ass. Rs.0-05 Paise and S. No.61/3(Part), area admeasuring about 692.41 Sq. Mtr., Ass. Rs.0-48 Paise i.e. total area admeasuring about 754.41 Sq. Mtr., or thereabout and more particularly descired in the schedule hereunder written and for the sake of brevity herein after called and referred to as **“The Said Property”**.

AND WHEREAS the Owner and her family members have also executed necessary Power of Attorney in favour of the Promoters / Developers to enable them to develop the said property, vesting all the necessary powers of development of the said property.

AND WHEREAS the said Development Agreement and Power of Attorney both dated 12/05/2016 was duly registered with Sub-registrar of Assurances Ulhasnagar-2 under their No.4757-2016 and 4758-2016 respectively made and executed between **MRS. ASHWINI NANDKUMAR POTDAR** as the Owner of the First part and **M/S. KIMAYA CONSTRUCTION** through its partners 1) Mr. Vivek Nagesh Kulkarni, 2) Mr. Upendra N. Potdar & 3) Sou. Sakhi Sandip Potdar as the Promoters /Developers of the Second Part, whereby the said owner has granted the development rights in respect of the said property unto **M/S. KIMAYA CONSTRUCTION**, a partnership firm.

AND WHEREAS since, the BUILDERS/DEVELOPERS herein have acquired all that right, title and interest in respect of the said property by and under said Development Agreement and Power of Attorney above referred to.

AND WHEREAS the BUILDERS/DEVELOPERS herein have proposed to construct a multi storied building consisting of various commercial and residential units.

AND WHEREAS the BUILDERS/DEVELOPERS herein in capacity as the attorney of the owner have got the necessary building plans prepared and had got the same duly approved from Kulgaon Badlapur Municipal Council under No.KBNP/NRV/BP/7665/2016-2017 Unique No.94 dated 21/10/2016, the authenticated copies of the plans of the Layout of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2**

AND WHEREAS the clear block plan showing the project (phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3**.

AND WHEREAS the necessary permission for change of user of the said property owned by the owner herein, to Non-Agriculture use is obtained have been annexed and marked as **Annexure D**

AND WHEREAS the Promoters herein in pursuance to the above referred permissions have intention to commence, carry out building bearing building known as "**BLUE DIMOND**" on the property, bearing **Survey No.61, Hissa No.3 Part** And the said property is more particularly described in the **SCHEDULE "A"** hereunder written. Hereinafter for the sake of brevity and always called and referred to as the said "PROPERTY" UNDER DEVELOPMENT".

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible FSI to be used and utilized on the said property as may be granted by the Municipal Council from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings to be constructed on the said property.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office / units to convey the said land together with the building constructed thereon in favor of the cooperative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS, the Promoter/Developer has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority at** **On.....under registration no..... have been annexed and marked as Annexure F**

AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the flat / shop / unit in accordance with the provisions of under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**The Said Act**") and rules and

regulations made under and in accordance with the progress of the construction work of the said scheme.

AND WHEREAS this agreement is made in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed there under including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under the Real Estate (Regulation and Development) Act, 2016, whereby the Promoters are entitled to sell, mortgage or create charge on any flats / shops / units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required the Real Estate (Regulation and Development) Act, 2016, whereby the Promoters are entitled to make such modifications, alterations in the buildings and structures as well as the said flats / shops / tenements / galas and garages etc., agreed to be purchased by the Purchaser and/or such other revisions, alterations or additions in the structure of the building as may be necessary and expedient and accordingly the Purchaser herein has granted his express and irrevocable consent for the same.

AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of right in respect thereof as well as the scheme of construction and the Promoter has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construction will acquire additional FSI / TDR as per the rules and regulations of the Municipal Council and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same.

AND WHEREAS the Promoter has provided to the Purchaser the copy of orders, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Promoters have appointed - Architect registered with the council of architects, as their Architect having its office at and the Promoters have also appointed R.C.C.Consultant ,, having its office at for the preparation of the structural designs and drawings of the building and the Promoters accept the professional supervision of the Architects and the R.C.C. Engineer till the completion of the buildings.

AND WHEREAS the Promoter has proposed to construct building known as "**BLUE DIMOND**", Comprises Total ... Units, in the said building, and particularly on the landed property.

AND WHEREAS the Promoter has decided to form an Association of Apartments / Co-operative Housing society of all Premises purchasers of the buildings/project.

AND WHEREAS the Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made by State of Maharashtra there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

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

AND WHEREAS the copy of the proposed layout plan and the proposed building/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2**

AND WHEREAS while granting the permission and sanctioned plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Promoters expressed their intention to dispose off the flats/shops in the proposed building known as "**BLUE DIMOND**".

AND WHEREAS after inspection of the documents and plans and permissions, the PURCHASER herein offered to purchase **Flat/Shop No..... on floor, area admeasuring about Sq. Mtr., Carpet)**"carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment **in the building known as "BLUE DIMOND"** at and for price / consideration of **Rs...../- (Rupees Only).**

AND WHEREAS the Promoter has accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same and is further aware that the Promoters will be carrying on the construction and that as and when the building is completed, the entire flats there in are sold out, the cooperative housing society of such building from time to time and accordingly the conveyances of the portions of land on which the building is constructed will be conveyed to such cooperative society and it shall be at the sole discretion of the Promoter to form such society and to execute the conveyance/s thereof and such fact is being brought to the clear knowledge and notice of the Purchaser herein and the Purchaser has granted his/her express and irrevocable consent for the same and agree and assure to grant his/her sincere and utmost cooperation in formation such cooperative housing society and its conveyance thereof and shall not raise objection, hindrances and claims of any nature whatsoever.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat / Shop / Other Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS upon completion of the proposed development of the said property as stated above the Promoter has agreed to complete sell and cause to convey the said property so developed in favour of the cooperative society of all those several persons (including the purchaser herein) purchasing / acquiring the respective flats / shops / tenements / galas and garages etc., in the said new buildings as the nominees of the Promoters.

NOW THIS AGREEMENT WITNESSETH THAT by the end of December, 2019 but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Promoters, the Promoters agree to complete in all respect the construction of the proposed building known as "**BLUE DIMOND**" on the said land particularly described in the Schedule hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the co-operative housing society/ies to be formed of the several persons as provided and envisaged herein (including the Purchaser herein) acquiring the respective flats/shops/tenements/garages and garages etc., therein at and for an aggregate price/consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Promoters.

AND WHEREAS the Promoter accordingly shall sell and the Purchaser shall purchase acquire the said flats/shops etc., by becoming member/share holder/ constituent of the proposed cooperative society and the Purchaser shall pay to the promoter Lumpsum consideration of `...../**RUPEES**.....

..... **ONLY**) as the agreed price/consideration in respect of the said flat, being **Flat No** on **floor**, in **building known as "BLUE DIMOND"** area admeasuring **Sq. Mtrs.** (carpet) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment allotted to the Purchaser and shown and marked accordingly on the floor plan annexed hereto.

AND WHEREAS the Promoter has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and / or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the Promoters to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the Purchaser herein has granted his/her free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/or obstruction to the allotment of stilt/ parking spaces made by the Promoter to any intending purchaser.

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

- 1. **THE** recital contained above shall form an integral and operative part of this Agreement, as if the same were set out and incorporated in this Agreement and it is agreed that singular includes plural.
- 2. **THE** Promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the Purchaser herein has granted his/her/their express and irrevocable consent for the same.

THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the **Flat No..... on floor, in building known as "BLUE DIMOND"** area admeasuring **Sq. Mtrs.** (carpet) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment, as shown on the floor plan thereof hereto annexed and marked as Annexure "D" (hereinafter referred to as "the said premises") for the Lumpsum consideration of...../(**RUPEES** **ONLY**) and The Purchaser agrees to pay the above consideration in the following manner:

a)Amount of Rs...../-(Rs. Only) paid before execution of this Agreement as mentioned in the Receipt.

Balance payment to be made In the following manner:-

At the time of Plinth completion	15%
Ist slab	15%
IInd Slab	15%
IIIRD Slab	15%
IVth Slab	15%
Brickwork	5%
Plaster external	5%
Flooring & tiles	5%
Plumbing & Internal colour	5%
At the time of possession	5%

	100%
	=====

THE Purchaser agree and assures to pay a sum of **Rs _____/- (RUPEES _____ ONLY)** on demand and/or prior to taking the possession of the said Flat on account of or towards, legal charges, entrance fees and share capital, society formation charges, electric procurement, meter security deposit/electric cable charges, sub-station/ Transformer charges, lift generator and its accessories and water connection Deposit and charges, provisional outgoings for municipal Taxes, water bill, common electric expenses, Development Charges, balcony enclose Charges & other charges payable to Municipal Council.

IT is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be the essence of this contract. All the above respective payments shall be made within 7 days of the Promoters sending notice to the Purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent Under Certificate of Posting at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters.

3. **THE** Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
4. **THE** Promoter hereby declares that they have utilized the floor space index as mentioned in the approved plan and the Promoter has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoter intends to consume balance F.S.I. and further to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his/her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection / hindrance and will render sincere cooperation for the Promoter to consume and avail the Transfer of Development Rights and/or staircase Floor Space Index along with other increases and incentives in floor space and complete the additional construction as per the plans and permissions granted by the Municipal Council.
5. **THE** Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Co-operative Society/Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the

execution of a conveyance of the said property by the Promoters in favour of the said Society.

6. **THE** Purchaser agrees to pay to the Promoters interest @ **24%** per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. **ON** Committing default by the Purchaser in payment on due dates of any amount due and payable by the Purchasers to the Promoters under this agreement including his/her proportionate share of taxes levied by the local concerned Authority and other charges and expenses outgoings claimed by the Promoters and on the Purchaser/s committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this Agreement.

PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 15 days prior notice in writing of the Promoters intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which they intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice (reasonable time is agreed by both the parties as 15 days from the day of notice).

PROVIDED further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s the earnest money and all other amounts which may till then have been paid by the Purchaser/s to the Promoters after deducting an amount equal to 20% of the amount paid by the Purchaser or 10% of the total cost price of the flat/shop whichever is higher, as liquidated damages and but the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters by Bank Draft/Pay-slip at the address given herein under postal certificate post or by Registered A.D. post or by courier service as the Promoters may deem fit. The Promoters herein shall refund the said amount only after the sell of the said flat and execution and registration of the Deed of Cancellation by the Purchaser herein. The Promoters shall be at liberty to dispose off and sell the flat/unit to such person and at such price as the Promoters may in their absolute discretion deem fit.

8. **THE** fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the Annexure "A" annexed hereto.
9. **THE** Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominees on or before **December, 2019**. If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the

said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other unit on the aforesaid date, if the completion of building in which the said flat/shop/other unit is situated is delayed on account of :-

- i) non-availability of steel, cement other building materials, water or electric supply or labour;
- ii) war, civil commotion or Act of God;
- iii) any notice order, rule, notification of the Government and / or other public or competent authorities.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date.

10. **THE** Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.
11. **THE** Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted to the Purchaser by the Promoter only as per the prevailing rules, regulations, and bylaws of the concerned authorities.
12. **THE** Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and hand over to the Promoters. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.
13. **ON** the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises in the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces

are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favor of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.

14. **THE** Promoters shall if necessary become a member of the society in respect of the Promoters' rights and benefits conferred herewith or otherwise. If the Promoters transfer, assign and/or dispose off such rights and benefits at any time to anybody, such assignee, transferee and/or purchasers thereof shall become the members of the society in respect of the said rights and benefits. The Purchaser/s herein and the society will not have any objection to admit such assignee or transferee as the members of the society and shall not charge any fees or other amounts therefore.
15. **THE** Promoters may complete the said building or any part thereof or floor and obtain part occupation certificate thereof and give possession of Flat therein to the acquirers of such Flat and the Purchaser herein shall have no right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser takes possession of Flat in such part completed and or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Flat are, the said building or any part thereof the Purchaser is aware that such construction will cause inconvenience to the Purchaser, and agrees and assures to the Promoters that the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s.
16. **COMMENCING** a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land from the date of grant of occupation certificate as well as the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop / unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs.....monthly towards

the outgoings from the date of notice as aforesaid. The amount so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favor of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co- operative Society or as the case may be.

The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

17. **THE** Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favor of the society.
18. **THE** Promoters hereby declare that the said premises is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
19. **THE** Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
20. **THE** Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause. The Purchaser hereby agrees that he/she will not keep any things including pots of plants, gas cylinders, weather sheds, etc. at the outer surface or the exterior side of the building so that the building elevation, ambience, aesthetic, and dignity of the building doesn't spoil and further, will not do such acts which will damage/ harm the building, elevations and paint of the building.
21. **THE** Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or

public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

22. **THE** Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside color scheme of the said premises. The Purchaser shall keep the partition walls, sewer, drains, pipes in the said premises and appurtenances thereto in good tenable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or hammer or break or cause damage to any columns, R.C.C. paradi or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.

The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations/additions should not affect the flat/shop/premises agreed to be purchased by the Purchaser.

23. **THE** Purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
24. **THE** Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.
25. **IN** case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or ottas.
26. **THE** development and/or betterment charges, N.A. taxes, open land taxes, GST Tax or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.

27. **THE** Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safeguarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.
28. **NOTHING** contained in this agreement is intended to be nor shall the same be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim and right, save except in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces (open or closed), stilts, lobbies, staircases, terraces, recreation space, society office, club house etc., shall belong to and will remain the property of the Promoters only who are entitled to sell the same until the said land and the said building is transferred to the co-operative society as herein before mentioned with liberty to reserves from amongst them as per requirement but subject to the rights of the Promoters under this agreement. The Promoters have all rights, powers and authorities to sell any premises, units, terraces, parking paces except the flats/unit allotted to the Purchasers under this agreement and the Purchaser has no objection for the same and will not raise any objection thereto.
29. **THE** Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.
30. **THE** Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in 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 stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.
31. **ANY** delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

32. **ALL** costs, charges and expenses, penalties, Sales-Tax, Service-Tax, G.S.T. if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance, or instrument of transfer, lease assignment deed and other documents and the formation, registration or in Council of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such co-operative society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance or instrument of transfer, lease assignment deed and other documents at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoters a sum of which will be worked out at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance or instrument of transfer, lease, assignment deed and other documents in favor of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats/shops/units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance or instrument of transfer, lease assignment deed and other documents in favor of the Co-operative Housing Society/Condominium of Apartments.

- a. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee.
- b. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee as agreed mutually.
- c. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining building/s common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.
- d. That the parking spaces sold to the allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more thantonnes and not more than height. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

33. **ALL** notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his / her / their address as specified hereinabove.
34. **THE** Purchaser shall permit the Promoters and his / her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.
35. **IT** is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.
- a) **The** Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terraces, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will notarize any objection of whatsoever nature. The stilt, terraces on any floor and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.
- b) **The** Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.
- c) **The** Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.
36. **IT** is specifically agreed and understood by and between the Promoters and the Purchaser/s of the premises (the other premises buyers having signed and executed an agreement similar and incidental to this one) if for any reason the Municipal Council on the basis of its policy do not give regular water supply to the building though ready for occupation for certain time as per Municipal Council's time schedule and if on humanitarian ground the Promoters allow the Purchaser/s and/or any other premises, buyer (at the sole discretion of Promoters alone) to obtain a temporary water

connection from Municipal Council on humanitarian ground on their own name at their own risk, cost and expenses then and in that event all costs, charges and expenses in respect of obtaining and maintaining or renewal of such temporary water supply shall be borne and paid by the Purchaser/s and the other premises buyers proportionately from time to time till proper authorized regular water supply is made available to the said building by the Municipal Council, In the event for the purpose of furnituring, the Promoters on the request of the Purchasers gives temporary possession before obtaining occupation and water supply, the Purchaser so taking possession shall pay and contribute such charges, outgoing as the Promoters deem fit.

37. **THE** Purchaser do hereby agrees and confirm that he/she has purchased the flat/shop/space/premises only after seeing the place and noticing the situation of surroundings and satisfied himself/herself with it. Any noise problem is arising in future because of the commercial upcoming or change in aviation route or due to any other reasons, the Purchaser will not raise any objection against the Promoters or do anything against the Promoters nor do anything to held the Promoters responsible for it.
38. **THE** Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.
39. **IF** additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.
40. **THE** Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats/shops/other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he/she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the Purchasers without there being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the Purchaser. In case if the Promoters have agreed to do any additional extra work for the Purchaser, the Purchaser shall make the payment within 7 days from the date when the Promoters give the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.
41. **THE** Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment

as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.

42. **THE** Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. In the event of any land of the said entire land being notified for setback, D.P. Road, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.
43. **THE** transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale, service or value added tax or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, or Service Tax or Value added tax is liable for such transaction the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.
44. **IN** the event of the Society is being formed and registered before the sale and disposal by the Promoters of all the Flats, stilt and other spaces, garages, gardens, terraces, compounds and car parking spaces in the said building and in the compound, the power and authority of the Society so formed or of the Flat holders and the Purchasers of flats and other spaces and car parking spaces shall be subject to the overall authority and control of the Promoters. In respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold Flats, stilt, terraces, compounds and other spaces, hoardings and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold Flats, hoarding spaces and/or car parking spaces, terraces. In case of the conveyance is executed in favor of the Co-operative Society before the disposal by the Promoters of all the Flats, then and in such event the Promoters shall join in as the Promoters/members in respect of such unsold Flats and as and when such Flats are sold to the persons of their choice and at the discretion of the Promoters, the Co-operative Society shall admit such Purchaser/s of Flat/s as members/s without charging any premium or any other extra payment.
45. **THAT** the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favor of the Purchaser unless the Promoters decided to submit the entire building to the

provisions of the the Real Estate (Regulation and Development) Act, 2016

46. **IT** is agreed and understood between the parties that and the Purchaser aware that when the building is completed, the entire flats there in are sold out, the cooperative housing society of such buildings from time to time and accordingly the conveyance of the portions of land on which the building is constructed will be conveyed to such respective cooperative society and it shall be at the sole discretion of the Promoter to form such society and to execute the conveyance/s thereof and such fact is being brought to the clear knowledge and notice of the Purchaser herein and the Purchaser has granted his/her express and irrevocable consent for the same and agree and assure to grant his/her sincere and utmost cooperation in formation such cooperative housing society and its conveyance thereof and shall not raise objection, hindrances and claims of any nature whatsoever.
47. **NOTWITHSTANDING** any other provisions of this agreement the Promoters shall be entitled at their sole and absolute discretion:
- 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, 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.
48. **THE** Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s

herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsibility of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.

49. **IN** the event of the society or corporate body being registered before the sale and disposal by the Promoters / Builders of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters/Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
50. **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, hotels 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.
51. **THE** Purchaser shall lodge at his own costs as to the registration charges for registration within seven days of the date of this agreement and shall intimate the Promoters / Builders within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the Promoters / Builders to admit the execution of the same.
52. **THE** terraces on any floor, stilt, basement and garage if any, shall always be the property of the Promoters / Builders and the Promoters / Builders have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.
53. **THE** Promoters / Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
54. **IT** is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Promoters herein and the Purchasers and / or their society shall get the same transferred in their favor and the Promoters herein will grant the no objection as and when required.
55. **THE** Promoters have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and

permissions, the Promoter is entitled to commence, carry out the construction work on the said property and the Promoters have further brought to the notice and knowledge of the purchaser herein that during the course of the scheme of construction, the Promoters will acquire, use, utilize the transferable development rights and increases in the Floor Space Index from time to time and the purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him. The Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do Hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter.

56. **THE** Purchaser herein is aware that the property under this Agreement has described in the SCHEDULE "A" hereunder written and therefore the said property shall always be the subject matter of this Agreement and except this property the Promoters herein shall always entitle to deal with the remaining property and the Promoters herein shall deal with and /or dispose of and/or develop the said property either in their own name and/or in Joint venture and/or in any such manner as they deem, think, fit and the Purchaser herein has given his/her/their irrevocable consent for the same.
57. **THE** Promoters have also shown to the Purchaser the entire layout of the said property, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., and in such eventuality the transfer of the land shall not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed on the said property and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.
58. **THE** Purchaser has seen the layout of the proposed building, provisions for annexed 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 in the said building.
59. **THE** Purchaser herein is aware that the property under this Agreement has described in the SCHEDULE "A" hereunder written and therefore the said property shall always be the subject matter of this Agreement and except this property the Promoters herein shall always entitle to deal with the remaining property and the Promoters herein shall deal with and /or dispose of and/or develop the said

property either in their own name and/or in Joint venture and/or in any such manner as they deem, think, fit and the Purchaser herein has given his/her/their irrevocable consent for the same.

60. **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.
61. **AFTER** the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Promoter shall not be in any manner be liable or responsible for the same and for any damage caused to the building.
62. **THE** Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, building permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.
63. ALL terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builders/Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organization and the deed of conveyance / assignment / lease or any other transfer document is executed.
64. IT is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favor of the Purchaser/s in respect of the flat, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their rights, title and interest in the said building and/or in the said property or any part thereof or open land surrounding the said building and give them as open parking space or in any other manner they deem fit including to assign and/or give on lease or sub-lease or including any portion or portions or the said property and the same shall be binding on the Purchaser/s.
65. **THE** Purchaser will immediately on receipt of possession of said Flat at his own costs and expenses get the said Flat property insured including for theft, earthquake, storm and fire.

66. **THE** Promoters will provide pipeline, overhead water tank underground water tank and water connection to each flat as per the norms rules and regulations of Municipal Council and will obtain occupation and water connection. Thereafter if there is any shortage in water supply for any reason whatsoever the Promoters shall not be responsible for the same.
67. **THE** Purchaser shall not be entitled to claim partition of his/her Share in the said property and/or the said Building and/or the said Flat and the same shall always remain undivided and importable.
68. **THE** Transfer Deed and all documents shall be prepared by the Advocates of the Promoters and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations, and additions therein as the Promoters may deem fit and proper and other clauses which they think necessary and desirable.
69. **IT** is clearly brought to the notice of the Purchaser and the Purchaser is made aware that Government has imposed G.S.T. and therefore the Purchaser herein is entirely liable and responsible to bear and pay the such taxes and other levies, any other tax like GST as imposed by the government authorities as and when called upon by the Promoters and the Purchaser agree and assure to pay the same without any delay.
70. **IT** is clearly brought to the notice of the Purchaser and the Purchaser agree and undertake that at the time of the Purchaser transferring his flat to any intending purchaser and on grant of no objection certificate by the Promoter, the Promoter will incorporate a clause stating that all the covenants, terms and conditions as mentioned in this agreement shall always be binding upon the intending purchaser / transferee.
71. **PROVIDED** and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Promoter. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.
82. **THE** expenses in connection with this Agreement, i.e. Stamp Duty and Registration Fees are born and paid by the PURCHASER/S/ALLOTTEE herein.
83. **THIS** agreement shall, to the extent they are statutory, always be subject to the provisions contained the Real Estate (Regulation and

Development) Act, 2016 and Rules made thereunder and any other provisions of Law Applicable thereto.

FIRST SCHEDULE
(Entire Property)

ALL THAT PIECE AND PARCEL OF N.A. LAND lying, being and situate at Village Kulgaon, Taluka Ambernath, District Thane, bearing Survey No.61, Hissa No.3 Part, area admeasuring about 692.41 Sq. Mtr. Assessment Rs 0-48 Paise, Survey No.61, Hissa No.3 Part, area admeasuring about 22.05 Sq. Mtr., Assessment Rs 0-05 Paise & Survey No.61, Hissa No.3 Part, area admeasuring about 39.5 Sq. Mtr., Assessment Rs 0.10 Paise, Total area admeasuring about 754.41 Sq. Mtr., or thereabout within the limits of the Kulgaon Badlapur Municipal Council, within the Sub registration district Ambernath, Registration district Thane.

SECOND SCHEDULE
(Said Property)

All that development rights for construction of the building as per the plan sanctioned by the Kulgaon Badlapur Municipal Council bearing **No.KBNP/NRV/BP/7665/2016-2017 Unique No.94 dated 21/10/2016** on the piece and parcel of N.A.land admeasuring about 753.96 Sq. Mtr., + Extra premium and therefore area for development 904.72 Sq. Mtrs. along with the benefits to use area of recreational space forming part of all those pieces and parcel of N.A. land lying, being and situate at Village Kulgaon, Taluka Ambernath, Dist.Thane, within the limits of the Kulgaon Badlapur Municipal Council and bounded as follows :

ON OR ABOUT NORTH :-- Road

ON OR ABOUT SOUTH :-- Nandadeep CHSL

ON OR ABOUT EAST :-- Road

ON OR ABOUT WEST :-- Bungalow of Hate

together with all easement rights and benefits etc.

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

SIGNED & DELIVERED
by the within named
PROMOTERS/DEVELOPERS
M/S. KIMAYA CONSTRUCTION
Through its partners
1) SHRI VEVEK NAGESH KULKARNI

SIGNED & DELIVERED
by the within named Purchaser/s

MR./MRS.

WITNESS :

1.

2.

RECEIPT

RECEIVED of from the flat Purchaser above named the sum of Rs...../- (Rs. Only) by cheque.

Date	Amount	Cheque No.	Bank Name
Total			

In Regarding Flat No....., on Floor, area admeasuring Sq. Mtr., Carpet in the building known as "BLUE DIMOND" as mentioned herein above.

Rs...../-
I say Received

M/s. Kimaya Construction
Through its partners

1) Shri. Vevek Nagesh Kulkarni
The Promoters/Developers