

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made, executed and entered into
at Dombivli on this _____ day of _____ 201____

BETWEEN

M/s. **OMKAR ENTERPRISES**, a Partnership Firm, holding PAN
AAEF09283H, having its office at Shop No.1, Eknath Darshan, Eknath
Mhatre Nagar, Gogreswadi, Dombivli (E) - 421 201, through its
partners Mr. Balkrishna Eknath Mhatre, Mr. Nandu Eknath Mhatre
hereinafter called and referred as **Promoters/Developers** (which
expression shall unless it be repugnant to the context of meaning
thereof shall mean and include the partners for the time being,
survivors and surviving partners of the said firm and their heirs,
executors, administrators and assigns) of the First Part;

AND

Mr./Mrs/M/s. _____

Age _____ years, Occupation _____, PAN- _____

Mr./Mrs/M/s. _____, Age _____ years

Occupation _____, PAN- _____, Residing at _____

hereinafter called the **Purchaser** (which expression shall unless it be
repugnant to the context or meaning thereof mean and include
himself/their heirs, executors, administrators and assigns) of the **Other
Part**

The **Purchaser** whether singular or plural, masculine or feminine,
Partnership Firm, Body Corporate or any other association of people

for the sake of brevity is referred to as the Purchaser as singular masculine;

WHEREAS the Builders/Promoters are the owners of the property bearing Survey No.15 Hissa No.1, Survey No.75, H.No.1/2, Totally admeasuring 5445.63 sq.mtrs as per 7/12 extract and 4362.06 Sq.Mtrs., as per possession area being developed by the Promoters/Developers and Owners situate at village Gajbandhan Patthari, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within the limits of Registration District Thane and Sub-District Kalyan;

AND WHEREAS the Builders/Promoters have already constructed five buildings and have also obtained completion certificate. Now the Builders/Promoters have obtained revised construction permission of remaining 413.58 sq.mtrs vide letter outward No. KDMC/NRV/BP/DOM/2015-2016/8287 dated 22.02.2016.

AND WHEREAS the Builders/Promoters are also the owners of the property bearing Survey No.15 Hissa No.1, Survey No.75, H.No.1/2, Totally admeasuring 5445.63 sq.mtrs as per 7/12 extract and 4362.06 Sq.Mtrs., as per possession out of said area admeasuring 413.58 lying, being and situate at village Gajbandhan Patthari, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within the limits of Registration District Thane and Sub-District Kalyan, and more particularly described in the First Schedule hereunder written (hereinafter called and referred to for the sake of brevity as the Said Land);

AND WHEREAS the Developers/Promoters have sole and exclusive right to construct a multi-storied building/s in and over the said land,

dispose of by way of sale the residential units in the proposed new building to be constructed in and over the said land, on ownership basis and to enter into Agreements with the purchasers of those units and to receive the sale price thereof.

AND WHEREAS the Developers/Promoters have entered into standard agreement with an Architect registered with the Council of Architects and the Developers/promoters have appointed a Structural Engineer for the preparation of the plans, specifications and structural designs of the proposed building to be constructed on the said land, and the Promoters accept the professional supervision of the said Architect and the Structural Engineer till the completion of the said building.

AND WHEREAS the Hon'ble Collector, Thane, granted N.A. Order in respect of the said land vide its Outward No.REV/K-1/T-7/NAP/Gajbanchan Remark/SR-56/96 dated 26.07.2000, which is annexed hereto as Annexure-__.

AND WHEREAS the Developers/Promoters commenced the development of the said land in accordance with the plans sanctioned by the Kalyan Dombivli Municipal Corporation vide Revised Commencement Certificates granted by the Kalyan Dombivli Municipal Corporation, from time to time, and last being Revised Commencement Certificate bearing Outward No.KDMC/NRV/BP/KV/2015-2016/6/287, dated 22.02.2016.

AND WHEREAS as per the sanction plans the Developers/Promoters are constructing thereon a project known as Eknath Tower, comprising of One buildings thereon, consisting of Ground + Five Upper Floors.

AND WHEREAS the copies of the floor plan approved by the concerned local authorities have been annexed hereto as Annexure-

AND WHEREAS on the demand of the purchaser, the Developers/Promoters have given inspection of all the documents relating to its title to the said land, including copies of Certificate of Title of the said land issued by Advocate of the Developers/Promoters, relevant revenue records being VII-XII Extracts and/or Property Cards and/or all other relevant documents showing the nature of title of the Owners and/or the Developers/Promoters to the said land, and the plans, designs and specifications prepared by the Architect, and approved by the competent authorities, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (RERA), and the rules made thereunder being The Maharashtra Real Estate (Regulation And Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest And Disclosures on Website) Rules 2017 (MAHARERA)(hereinafter called and referred to for the sake of brevity as The Said Act & The Said Rule);

AND WHEREAS the Developers/Promoters have registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2015 with the Real Estate Regulatory Authority at _____ bearing No. _____ the copy of the registration certificate is annexed hereto as Annexure-_____.

AND WHEREAS while sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations which are to be observed and performed by the Developers/Promoters while developing the said land and the building to be constructed thereon

and upon the due observance and performance of the terms and conditions, the completion and/or occupation certificate in respect of the building shall be granted by the concerned local authority;

AND WHEREAS the Developers/Promoters have made full and true disclosure of the nature of its title to the said land and the Purchaser after going through the entire disclosures, the future course of development and also verifying the site of the project and the work of construction and its progress thereof; amenities and nature and scope thereof and after being satisfied about the same has offered to purchase/acquire and the Developers/Promoters have agreed to sell/sell/sell a flat being Flat No. _____ having Carpet area admeasuring _____ Sq.Mtrs. alongwith Enclosed Balcony admeasuring _____ Sq.Mtrs. and Open Terrace admeasuring _____ Sq.Mtrs. on the _____ Floor, in the Building known as Eknath Tower, constructed on the said land, situated at Sant Namdeo Path, Eknath Nagar, Dombivli (E), and more particularly described in the Second Schedule hereunder written (hereinafter called and referred to for the sake of brevity as the Said Unit);

AND WHEREAS the carpet area of the said Unit is _____ Square Meters and "carpet area" means the net usable floor area of the said Unit, excluding the area covered by the external walls; areas under service shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area 7 appurtenant to the said Unit for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the Unit.

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter a sum of " _____/

(Rupees _____

Only)

being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the said Unit with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Unit;

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

1. The Developers/Promoters have constructed a project known as Eknath Tower, situated at Eknath Mhatre Nagar, Sant Namdeo Path, Dombivli (E), comprising of Building having Ground + Five Upper Floors, residential units and Two Commercial Units therein, on the said land, in accordance with the designs, specifications and plans approved by the Kalyan Dombivli Municipal Corporation and which the Purchaser has seen and approved, with such variations and modifications as the Developers/ Promoters and/or Architects may consider necessary or as may be required by the Kalyan Dombivli Municipal Corporation to be made in them.

Provided that the Promoter shall obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Unit of the Purchaser except any alteration or addition required by any Government authorities or due to change in law; which consent shall not be unreasonably withheld.

2. The Promoters/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Kalyan Dombivli Municipal Corporation at the time of sanctioning the said plan or thereafter and shall before handing over possession of the said Unit to the Purchaser, obtain from the Kalyan Dombivli Municipal Corporation occupation and/or completion certificate in respect of the said building in which the said Unit is situated.
3. The Purchaser has prior to the execution of this agreement satisfied himself about the title of the Promoters to the said land and on being satisfied he has agreed to purchase said Unit in the proposed new building from the Developers/Promoters.
4. (a) The Purchaser hereby agrees to purchase from the Developers/Promoters and Developers/Promoters hereby agree to sell/sell to the Purchaser Flat No. _____, having Carpet area measuring _____ Sq.Mtrs., alongwith Enclosed Balcony measuring _____ Sq.Mtrs., and Open Terrace measuring _____ Sq.Mtrs. appurtenant thereto, on the _____ Floor in the project known as Eknath Tower, situated at Sant Namdeo Path, Eknath Ashram Nagar, Dombivli (E), constructed on the

said land, and more particularly described in the Second Schedule hereunder written (hereinafter called and referred to for the sake of brevity as the Said Unit) for a total price or consideration of _____/- (Rupees _____ Only) inclusive of proportionate price of the common areas and facilities appurtenant to the said Unit.

(b) The Purchaser hereby agrees to purchase from the Developers/Promoters, and the Developers/Promoters agree to sell to the Purchaser Covered Car Parking Space No. _____ measuring _____ Sq.Mtrs. in the Still being constructed in the layout for the consideration of _____/- (Rupees _____ Only).

(c) Thus the total aggregate consideration amount for the said Unit including Covered Car Parking space is _____/- (Rupees _____ Only).

(d) The Purchaser hereby agrees to pay the Developers/Promoters the agreed price or consideration of the said Unit mentioned hereinabove, in the following manner:

- i) 10% on booking on or before execution of these presents;
- ii) 40% on the completion of Plinth work;
- iii) 20% on the completion of Second Slab;
- iv) 10% on the completion of Fourth Slab;
- v) 5% on completion of Brick work;
- vi) 5% on completion of plastering work;
- vii) 5% on completion of plumbing & Tiling work;
- viii) 5% on possession.

(e) The consideration mentioned hereinabove excludes Taxes (consisting of tax paid or payable by the Promoters by way of

GST and/or cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Unit.

(f) The total price as mentioned in Clause No 4(c) hereinabove is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

(g) The payment of consideration as mentioned hereinabove shall be made to the Developers/Promoters by Cheque/DO/Pay order/RTGS/NEFT or by any other digital transaction mode of remittance to or in favour of the Bank Account of the Developers/Promoters as shall be separately notified in writing by the Promoters from time to time.

5. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. The Promoters/Developers hereby declare that the Floor Space Index available as on date in respect of the said land is Sq.Mtrs. only, and the Developers/Promoters have utilised Floor Space Index of Sq.Mtrs. by availing Transferable Development Rights (TDR) and Floor Space Index (FSI) available on payment of premium as mentioned in the Development Control Regulations applicable in the said Project. The Developers/Promoters have disclosed the total Floor Space Index of Sq.Mtrs. as proposed to be utilised by it in the said land in the construction of the said project, and the Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Developers/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Developers/Promoters only.

7. If the Developers/Promoters fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Developers/Promoters agree to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the said Rules framed by the State Government from time to time under the said Act, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developers/Promoters, interest as specified in the said Rules framed by the State Government from time to time under the said Act, on all the delayed payment which become due and payable by the Purchaser to the Developers/Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developers/Promoters.

3. Without prejudice to the right of the Promoters to charge interest on all the delayed payments as provided hereinabove, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement, (including his proportionate share of taxes levied by the concerned local authorities and other local outgoings) and/or the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be fully entitled, at its option to terminate this Agreement.

PROVIDED THAT the Promoters shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, if any, of its intention to terminate this Agreement and of its specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the said Unit which may till then have been paid by the Purchaser to the Promoters.

9. The amenities to be provided by the Developers/Promoters in the said Unit and in the said building/s are those that are set out in the Third Schedule annexed hereto.
10. The Developers/Promoters shall give possession of the said Unit to the Purchaser or his nominee/s on or before.....

PROVIDED THAT, the Purchaser has paid to the Developers/Promoters, the entire amount of consideration as agreed upon hereinabove in these presents (including his proportionate share of taxes levied by the concerned local authorities and other local outgoings) and further has performed and complied with all the covenants, stipulations, terms and conditions herein contained, and on his part to be performed and complied. If the Promoters fail or neglect to give possession of the said Unit to the Purchaser herein 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 the amounts already received by it in respect of the said Unit with interest at the same rate as may mentioned in the Clause 7 hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Developers/Promoters shall be entitled to reasonable extension of time for giving possession of said Unit by the stipulated date, if the completion of construction is delayed on account of on account of War, Civil commotion or act of God and/or on account of any notice, order, rule, notification of the Government and/or other public or competent authority/court.

11. The Promoters shall within Seven days of obtaining the occupancy and/or completion certificate from the Kalyan District Municipal Corporation, as the case may be, of the Project, and upon the payment made by the Purchaser as per the agreement, offer in writing the possession of the said Unit to the Purchaser in terms of this Agreement to be taken within Fifteen days from the date of issue of such notice. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.
12. The Purchaser shall take possession of the said Unit within Fifteen days from the Developers/Promoters giving written notice to the Purchaser intimating that the said Unit is ready for use and occupation. Upon receiving a written intimation from the Promoters as per Clause 11, the Purchaser shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause 11 such Purchaser shall continue to be liable to pay maintenance charges as determined by the Promoters or association of all the Unit Purchasers, as the case may be.
13. From the date on which the Purchaser acquires and/or deems to acquire vacant and peaceful possession of the said Unit, he shall:
 - (a) Maintain the said Unit in good tenantable repairs and conditions at his own costs and shall not do or suffer or cause to

be done or suffered anything in or to the building in which the said Unit is situated or the premises, staircase or common passage therein, which may be against the rules, regulations of the concerned local authority and the Purchaser shall not change, alter or make addition in the said Unit or the building or any part thereof.

(b) Not store in the said Unit any goods which are hazardous, combustible and/or dangerous in nature or so heavy as to damage the construction or the structure of the building or are objected by the concerned local authority or authorities, shall not carry or cause to carry heavy package to upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences for the breach of this clause.

(c) At his costs carry out all the internal repairs to the said Unit and maintain the same in good condition, state and order in which the same was delivered by the Developers/Promoters and shall not do or suffer to be done anything in or to the building in which the said Unit is situated, which may be against the rules, regulations and bye-laws of the concerned local authority and/or other public authority.

(d) Not at any time demolish or cause to be demolished the said Unit or any part thereof, nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said Unit or any alterations in the elevations and outside colour scheme of the said building and/or the said Unit, and shall keep the partition walls, sewer drainage pipes in the said Unit and appurtenances thereto in good and tenable repairs and conditions of and in particular so as to support shelter and protect other parts of the building and shall not cheer or cause

damage to any columns, R.C.C. frames or any other structural in the said building without prior written permission of the Developers/Promoters and/or the society as the case may be, and the Developers/Promoters and/or the society as the case may be, may in their entire discretion grant its permission for the same on such conditions as they may deem fit or reject the same.

(e) Not do or cause to be done any act or thing, which shall render void or voidable any insurance of the said land and building or any part thereof or whereby any increase in premium shall be due or payable in respect of the insurance.

(f) Not throw dirt, rubbish, garbage or refuse or promote the same to be thrown from the said building in the compound or any position on the said land or building.

(g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said premises is situated.

(h) 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 for any purposes other than for purpose for which it is sold.

(i) The Purchaser shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser to the Promoter under this Agreement is fully paid up and necessary intimation is provided to the Promoter and no

objection thereof is sought by the purchaser from the Promoter for such transfer and assignment.

(j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Unit 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.

(k) Be liable for the consequences for any act committed in contravention of the above stipulations, in connection with the said building and/or the said Unit.

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

PROVIDED THAT the such defects if any are not caused due to willful default and/or breach and/or any act committed by any of the Unit Purchaser in the said building in contravention of the stipulations, in connection with the said building and/or the said Unit as mentioned in Clause No.13 hereinabove.

15. The Purchaser shall use the said Unit or any part thereof or permit the same to be used only for purpose for which it is sanctioned and approved by the concerned sanctioning authority. He shall use the parking space only for purpose of keeping or parking vehicle.
16. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to terrace Units in the said building, if any, shall belong exclusively to the respective purchaser/s of such Units. Such terrace shall not be enclosed by such Unit Purchaser/s.
17. The Purchaser alongwith other Unit purchasers of A-Wing only in the building shall join in forming and registering the co-operative society to be known by such name as the Promoters may decide and for the purpose shall sign and execute all the necessary application and/or other papers and other documents necessary for the formation and the registration of the Co-operative society including the Bye-laws of the society duly filled in, and sign and return to the Promoters/Developers within seven days of the same being forwarded by the Promoters/ Developers to the Purchaser.
18. Immediately upon the elapse of Fifteen days after notice in writing is given by the Promoters/ Developers to the Purchaser

that the said Unit is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Unit) of outgoings in respect of the said land and building namely local taxes, or any other charges levied by the concerned local authority and government, water charges, common lights, repairs and salaries of clerks, bills of collector, chaulidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building until the society is formed and duly registered, and the Purchaser agrees and undertakes to pay to the Promoters towards his proportionate share of such outgoings from such date as aforesaid. The amount so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until the formation of Co-operative society as aforesaid, and on such Co-operative society being formed and duly registered, the Promoters shall pay and handover to the society as the case may be the aforesaid deposits after deducting the actual expenses incurred on various accounts.

12. The Purchaser shall on or before delivery of possession of the said Unit keep deposited with the Promoters/Developers such amount as shall be required to be incurred for meeting all the costs and expenses pertaining to M.S.E.D. Co. Ltd. deposits, meter connection, water connection charges, solar water heater system, legal costs, charges and expenses, including the professional fees of the Advocates of the Promoters/Developers in connection with formation of the Co-operative society, and preparing the rules, regulations and bye-laws of the Co-operative society to be so formed.

20. On completion of construction of the Phase-III of the said project and upon obtaining necessary Completion/Occupation Certificate from the Kalyan District Municipal Corporation to that effect, and on receipt by the Promoters/Developers of the payment of all amounts due and payable to it from all the Unit purchasers of the said building the Promoters/Developers shall co-operate with the Purchaser in forming, registering or incorporating a Society of all the phases jointly or phase wise separately, as the case may be. In pursuance thereof within Three Months from the date on which all the amounts due and payable to the Promoters/Developers in respect of all the Units in the said project, garages and car parking spaces are paid in full as aforesaid, and further the society is registered, the Promoters/Developers shall cause to transfer to the society all the rights, title and interest of the Promoters/Developers and the land owners in the said land together with the building/s, and the common area and amenities if any, by executing the necessary conveyance to that effect, in favour of the Society so formed and registered and such conveyance shall be keeping with the terms and conditions and provisions of this agreement.
21. The Purchaser hereby agrees to pay, on demand, the Purchaser's share of the stamp duty and the registration charges, payable on the conveyance or any document or instrument of transfer in respect of the said land and building to be executed in favour of the society after it is duly formed.
22. The Promoters/Developers hereby agree and declare that, before handing over possession of the said Unit to the Purchaser and in any event before the execution of the conveyance of the said land in favour of the corporate body to be formed of all the

Unit purchasers of the building to be constructed on the said land, the Promoters/Developers shall ensure that its title in the said land is free from all encumbrances and that the Promoters/Developers have absolute, clear and marketable title to the said land so as to enable it to convey to the said society such absolute clear and marketable title on the execution of the conveyance of the said land in favour of the said society.

23. The Promoters hereby represent and warrant to the Purchaser as follows:

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

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

vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchasers;

x. The Promoters have 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, till the date of obtaining Completion Certificate in respect of the said Project from the sanctioning authority;

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 land) has been received or served upon

the Promoter in respect of the project land under the Project except those disclosed in the title report.

24. Notwithstanding any other provisions of this agreement, the Promoters have disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoters:

- a) to form a separate and/or combined co-operative housing society of Purchasers to be formed and constituted, in respect of each Wing and/or building;
- b) to decide from time to time to what extent the buildings alongwith land appurtenant is to be transferred to the respective body formed;
- c) to decide from time to time when and what sort of document of transfer should be executed;
- d) to grant of right of access/way from and through the said land to the adjacent buildings and plots as well as the easement rights of the said land;
- e) to execute the conveyance of the said property in parts, taking into consideration the divisions of property and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies;
- f) and the Purchaser has clearly understood the same and in confirmation thereof has granted his clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoters herein.

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between

the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under:

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

ii) fencing, partition, retaining walls will not be constructed between the buildings.

iii) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.

iv) location of electric transformer sub-station shall be earmarked/defined by the Architect of the Developers.

v) common amenities and the estimate thereof as well as proportionate share thereof shall be ascertained by the Architect of the Developer.

vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.

vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.

viii) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and/or set backs the area to be handed over and conveyed to the cooperative housing society and/or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said land.

alongwith the right and interest in the common open spaces, playground etc.,

26. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the purchasers of the units in the said buildings and accordingly the purchasers of the units in the said buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

27. It is hereby agreed that the Promoters shall be at liberty to amalgamate and/or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated/combined sanctioned from the planning authority and in such event form and be registered cooperative housing society of all the flats-purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and/or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands these would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

28. The Purchaser hereby declares and confirms that he has entered into this agreement, after reading and having understood

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

29. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any bank or financial institution and the Purchaser shall not raise any objection or construction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter agree and undertakes such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank and the Promoter shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser under these presents from such bank or financial institutions, so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Promoters further declare that, it shall at all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said Unit and the said land.

30. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital, formation of the Co-operative Society, towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Plot and Building/s or any part thereof. The Purchaser shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building/s is transferred to the Society/Limited Company or other body and until the said property is transferred to the Society/Limited Company or other body as heretofore mentioned.
32. Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser (n) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a

notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

33. 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.
34. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the said Unit, in case of a transfer, as the said obligations go alongwith the said Unit for all intents and purposes.
35. 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 there under 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.

36. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser's in the Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.
37. Both the parties hereto agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
38. All Notices to be served on the Purchaser and the Promoters as contemplated under this agreement shall be deemed to have been duly served if it is sent to the Purchaser or the Promoter by a Registered Post A.D. at his address as mentioned in the Title Clause hereinabove in these presents or sent to the email address of the respective parties provided as follows:
Developers/Promoters: _____
Purchaser: _____

It shall be the duty of the Purchaser and the Promoters to inform each other their address or any change in address subsequent to the execution of this Agreement, failing which all communications made at the address mentioned in the Title

Cause shall be deemed to have been received by the Promoters or the Purchaser, as the case may be.

38. That in case there are Joint Purchasers all communications shall be sent by the Promoters to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.
40. The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax (GST), value added tax (VAT) and all other direct and indirect taxes shall be borne by the Purchaser alone separately and in addition to all other amounts payable hereunder.
41. Any delay tolerated or indulgence shown by the Developers/Promoters in enforcing the terms and conditions of these presents or forbearance or giving of time to the Purchaser by the Developers/Promoters shall not be construed as a waiver on the part of the Developers/Promoters of any breach or non-observance 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 Developers/Promoters.
42. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the "Said land")

ALL THAT piece and parcel of N.A. land bearing Survey No. 18 Hissa No.1, Survey No.75, H.No.1/2, Totally admeasuring 5445.63 sq.mtrs. as per 7/12 extract and 4352.05 Sq.Mtrs., as per possession out of said area admeasuring 413.58 lying, being and situate at village Gajpandhan Pashni, Tal. Kalyan, Dist. Thane, within the limits of Kalyan Dombivli Municipal Corporation, and within the limits of Registration District Thane and Sub-District Kalyan, and collectively bounded as follows:

On or towards East	:	Pandhribhath R. Pathi chawl.
On or towards West	:	By Municipal Road.
On or towards North	:	Koteshwarbham C.H.S.
On or towards South	:	Nikharth Prasad C.H.S.

THE SECOND SCHEDULE OF THE PROPERTY:

(Description of the "Said Unit")

ALL THAT piece and parcel of Flat No. _____ having Carpet area admeasuring _____ Sq.Mtrs. alongwith Enclosed Balcony admeasuring _____ Sq.Mtrs. and Open Terrace admeasuring _____ Sq.Mtrs. on the _____ Floor, in the building known As Eknath Tower, situated at Sant Namdeo Path, Eknath Mhatre, Nager Dombivli (E), alongwith Covered Car Parking Space No. _____ admeasuring _____ Sq.Mtrs., as per floor plan attach herewith, to be constructed on the land being all that piece and parcel of N.A. land as per the first schedule of the property.

IN WITNESS WHEREOF, the parties hereto have hereunto set and
subscribed their respective hands, the date and the year first
mentioned.

SIGNED, SEALED AND DELIVERED)

By the within named Developers/Promoters:

M/s. Omkar Enterprises)

Through its Partner:)

Mr.

SIGNED, SEALED AND DELIVERED)

By the within named Purchaser)

_____)

_____)

In the presence of:)

1.

2.

RECEIPT

RECEIVED of and from the withinnamed Purchaser a sum of
/-Rupees

Only) on or before the execution of these presents, as and by way of
part payment of consideration of the said Unit in the building as
mentioned hereinabove, in the following manner:

(1) /- (Rupees
Only) vide Cheque/D.D./P.O. No. dated
drawn on
Branch.

(2) /- (Rupees Only)
vide Cheque/D.D./P.O. No. dated
drawn on
Branch.

We Say Received

Partner

For M/s. Vignesh Enterprises

Witness:

1.

2.

Place : Dombivli

Date : / / 201

THE THIRD SCHEDULE ABOVE REFERRED TO:

List of Amenities and specifications:

1. Vitrified flooring in Hall, Bed Room and Kitchen.
2. Granite Kitchen platform with S.S. Sink.
3. Kitchen Cavity with Ceramic Tiles upto 3 Feet above platform.
4. Full Tiles in W.C. and Baths.
5. Concealed plumbing.
6. Concealed Electric wiring.
7. Aluminium powder coated sliding windows.
8. Dichroic paint in Hall, Bed Room and Kitchen.