

Ward No. \_\_\_\_\_  
Village Kalyan  
flat / shop area \_\_\_\_\_ sq.ft. carpet  
Market Value Rs. \_\_\_\_\_  
Actual Value Rs. \_\_\_\_\_

### AGREEMENT FOR SALE

THIS AGREEMENT made at KALYAN

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

B E T W E E N

Shri **Milind Vasant Vani**, adult, occupation business, having address at Shree Sukhapradha, Joshi Compound, Agra Road, Kalyan (W), District Thane hereinafter called and referred to as the **Owner** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his executors, administrators and assigns) being the Party of the First Part;

AND

\_\_\_\_\_  
aged about \_\_\_\_\_ years, occupation \_\_\_\_\_ residing at \_\_\_\_\_

hereinafter called and referred to as the **Purchaser** (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 by and under the Deed of Conveyance dated 15.03.2010 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 2232/2010, the Owner has acquired all that piece and parcel of land admeasuring 6000 sq.ft. equivalent to 557.62 sq.metres forming a part of City Survey No. 2832 B/2/1 totally admeasuring 1421.41 sq. metres at village Kalyan, Taluka Kalyan within the limits of the Kalyan Dombivli Municipal Corporation along with the structure standing thereon hereinafter called and referred to as the “ said property “

AND WHEREAS the Owner followed the due procedure of law and got said City Survey No. 2832 B/2/1 sub-divided and got mutated his name recorded however in the said new City Survey No. 2832 B/2/1/1 the area is mentioned as 536.2 sq. metres instead of 557.62 sq. metres.

AND WHEREAS the Owner with the intention to develop the said property have followed the due process of law and obtained the sanction from the Kalyan Dombivli Municipal Corporation under the Building Commencement Certificate under No. KDMP/NRV/BP/KV/2016-17/21/233 dated 10.10.2016 on the plot of land area 536.20 sq. metres and as per the said plan an area of 104. Sq. metres stands affected by Reservation of Parking and accordingly the balance area of the plot admeasures 432.20 sq. metres and on such balance land, the Owner intends to construct the building comprising of basement (part), ground and first floor and accordingly the Owner has commenced the construction work on the said property more particularly described in the Schedule hereunder written.

AND WHEREAS during the course of construction Owner has followed the requisite procedure and obtained the transferable development rights to the extent of 393.03 sq. metres and obtained the revised building sanction under the Revised Building Commencement Certificate under No.KDMP / NRV / BP / KV / 2016-17/ 21/118 dated 19.08.2017 which grants the sanction for construction of Basement (part), Ground Floor, First Floor (Commercial), Second Floor, Third Floor and Fourth Floor (part) (Residential).

AND WHEREAS the Owner further intends to get the plans modified and altered during the course of construction to have the maximum potentiality of floor space index, transferable development rights, staircase floor space index and other permitted increases therein from time to time and also to acquire the additional floor space index as may be permitted from time to time by way of transferable development rights and permitted increases.

AND WHEREAS the Owner is desirous of getting the said property developed in accordance with the sanctioned plans and permissions as well as the revised plans and permissions to be granted by the Kalyan Dombivli Municipal Corporation thereby availing the maximum Floor Space Index along with the utilization of Transferable Development Rights, Staircase Floor Space Index and /or increases in Floor Space Index from time to time;

AND WHEREAS in view of the above intention and as per the present sanction plan the scheme of construction in respect of the property comprises of

- i) Basement – 4 godowns
- ii) Ground floor – 4 shop units
- iii) First Floor – 3 office units
- iv) Second Floor – 7 residential units
- v) Third Floor – 7 residential units
- vi) Fourth Floor – 1 residential unit/s with open terrace
- vii) Open Terrace above Fourth Floor

and the said scheme of construction shall be implemented by acquiring the maximum potentiality of the entire property, permissible transferable development rights, staircase floor space index and other permissible floor space on account of road set back area and on other grounds as may be sanctioned by the Kalyan Dombivli Municipal Corporation and further the Owner has proposed and intended to acquire the additional permissible transferable development rights on the said property and to have additional floors thereon and that the said building will be named as "Shree Sukhpradha Apartment".

AND WHEREAS the said building along with all the apartment units therein as well as the future additional construction on fourth floor and additional floor/s thereon to be constructed as per the plans and permissions to be sanctioned by the Kalyan Dombivli Municipal Corporation is submitted under the provisions of the Maharashtra Apartment Ownership Act, 1970 by the Owner under the Declaration dated 20.12.2017 registered at the office of Sub-Registrar of Assurances at Kalyan -1 under serial No. 11880/2017 and the said apartments are capable of individual utilisation on account of having their own exit to a common area and facilities of the building and the apartments will be sold to one or more Owners, each owner obtaining a particular and exclusive property right thereto and each apartment constituting the habitable and transferable immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as the UNIT) and also an undivided interest in the general and / or restricted common areas and facilities of the building as listed in the Deed, necessary for their adequate use and enjoyment and hereinafter referred to as general and/or restricted common area and facilities all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Owner intends to get the plans revised and to have construction on the open terrace and further construct additional floor on such existing fourth floor and further to retain the entire additional fourth and fifth floor as well as the terrace adjacent to the fifth floor and the terrace on the top of the fifth floor for his sole and exclusive ownership, possession, occupation and utilisation thereof

AND WHEREAS thus during the course of construction the Owner intends to sell on what is known as ownership basis the remaining godown, commercial and residential premises in the said building as per the present sanction with further extension of additional construction and floors if any, to be sanctioned and approved by Kalyan Dombivli Municipal Corporation as shown on the plan annexed hereto and the description of the general and / or restricted common area and facilities has been furnished on the plan annexed hereto.

THE building comprises of following units

| Sr.No. | Unit/Flat No.                      | Floor     | Area (sq.Mts.)<br>(carpet) |
|--------|------------------------------------|-----------|----------------------------|
| 1      | Godown No.1                        | Basement  | 22.51                      |
| 2      | Godown No.2                        | Basement  | 23.50                      |
| 3      | Godown No.3                        | Basement  | 16.56                      |
| 4      | Godown No.4                        | Basement  | 17.86                      |
| 5      | Shop No. 1                         | Ground    | 29.44                      |
| 6      | Shop No. 2                         | Ground    | 81.07                      |
| 7      | Shop No. 3                         | Ground    | 34.43                      |
| 8      | Shop No. 4                         | Ground    | 34.66                      |
| 9      | Office No.1                        | First     | 76.41                      |
| 10     | Office No.2                        | First     | 67.77                      |
| 11     | Office No.3                        | First     | 37.83                      |
| 12     | Flat No.201                        | Second    | 21.23                      |
| 13     | Flat No.202                        | Second    | 21.97                      |
| 14     | Flat No.203                        | Second    | 25.52                      |
| 15     | Flat No.204                        | Second    | 36.19                      |
| 16     | Flat No.205                        | Second    | 23.32                      |
| 17     | Flat No.206                        | Second    | 22.22                      |
| 18     | Flat No.207                        | Second    | 18.60                      |
| 19     | Flat No.301                        | Third     | 21.23                      |
| 20     | Flat No.302                        | Third     | 21.97                      |
| 21     | Flat No.303<br>and<br>Flat No. 401 | 3rd & 4th | 128.10                     |
| 22     | Flat No.304                        | Third     | 36.35                      |
| 23     | Flat No.305                        | Third     | 23.32                      |
| 24     | Flat No.306                        | Third     | 22.22                      |
| 25     | Flat No.307                        | Third     | 18.60                      |
| 26     | Proposed Dwelling unit             | Fourth    | Approx 120.00              |

AND WHEREAS the intends to obtain the conversion of the residential second and third floor to commercial use by change of use by following due process of law with the Kalyan Dombivali Municipal Corporation and accordingly use, utilise the same for commercial activities.

AND WHEREAS the Owner has retained the entire Parking Space in Basement as well as open and covered parking spaces in the said property and the Owner has retained exclusive right to allot such parking spaces to the apartment purchasers as he may deem fit and proper.

AND WHEREAS the terraces attached to the terrace flats are reserved for the terrace flat purchasers only and the said terraces shall exclusively belong to such flat apartment and the other apartment owners shall not have any rights of whatsoever nature in respect of the said terraces.

AND WHEREAS the Owner has brought to the notice and knowledge of the Purchaser herein that

- (i) The Owner has retained the
  - i) Godown No. 1 in Basement and three car parking spaces in basement
  - ii) Shop Unit No.2 along with store on Ground floor
  - iii) Two Office Units No. 01 & 02 on First Floor
  - iv) All Seven Units on Second Floor
  - v) Unit No. 303 on the Third Floor
  - vi) Entire Fourth Floor including Open Terrace

along with entire Parking Space in Basement as well as open and covered parking spaces in the said property for himself and has retained exclusive right to allot such parking spaces to the apartment purchasers as he may deem fit and proper.

- (ii) the Owner has exclusive right and authority to use, avail and consume the additional floor space index, transferable development rights and permitted increases in floor space index from time to time and construction of additional floors and units in the said property and to sell and dispose off the same to the intending purchaser and derive the benefits thereof which will be inclusive of any increases in floor space index due to Government and semi Government policy and as per the prevailing enactments and statutes from time to time and accordingly the percentage of right of each and every apartment unit will vary accordingly and the Owner on completion of the building and grant of building completion certificate in accordance with the sanctioned and revised plans will execute a supplementary declaration incorporating and notifying the share of holding pertaining to each and every apartment unit and the same shall also be further notified and incorporated in the deed of apartment to be executed in favour of each apartment owner as the case may be.
- (iii) the Owner has retained the right to use the terrace for installation of electric and electronic gadgets, cellular communication towers, cables, other requisite connections and other equipments thereto as well as display of hoardings, neon signs and other advertising materials etc.
- (iv) the Owner shall in view of the above increase in floor space index if any and construction of additional floors and apartment units shall execute Supplementary Declaration

thereby incorporating the change in the percentage of right of each and every apartment owner and that such Declaration and its contents therein shall always be binding upon all the present apartment units holders as well as the further apartment unit holders in the said entire scheme of construction.

- (v) A portion of land admeasuring 104 sq. metres as shown on the plan annexed hereto is affected by parking reservation and as land shall be the sole and exclusive property of the Owner herein and the Owner shall follow the due procedure in law with the Kalyan Dombivli Municipal Corporation and shall be solely and absolutely entitled for all the incentives, additions, transferable development rights, tangible and intangible benefits thereto without any recourse or benefit to the apartment unit purchasers /holders and the benefits thereof shall be solely and exclusively derived and appropriated by the Owner alone.
- (vi) the unconsumed and unutilised floor space index and permitted increases shall always belong to the Grantor herein.

AND WHEREAS the Owner has reserved his right to have additional construction if permitted under law by the Kalyan Dombivli Municipal Corporation by way of grant of permitted increases on the said building in due course during the construction of the said building and accordingly shall modify and alter the contents of this declaration dated 20.12.2017 by filing supplementary declaration.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Owner has commenced the construction work on the said property.

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

AND WHEREAS in concurrence to the above recitals, the intention and other aspect of retention of the premises, the rights and privileges and the further the Owner intends to sell the flats / shops / offices / units 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 / offices / units to execute the Deed of Apartment in favour of the Purchaser under the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Owner has brought to the knowledge of the Purchaser that he has retained the entire basement floor of the said building along with all the open and covered parking spaces and that the Owner has retained exclusive right to allot the

basement area to the apartment purchasers as he may deem fit and proper and the Purchaser do hereby expressly agree and confirm the same.

AND WHEREAS the Owner has also brought to the notice and knowledge of the Purchaser that the terraces attached to the terrace flats are reserved for the terrace flat purchasers only and the said terraces shall exclusively belong to such flat apartment and that the other apartment owners will not have any rights of whatsoever nature in respect of the said terrace areas and the Purchaser do hereby expressly agree and confirm the same.

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

AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the flat / shop / unit in accordance with the progress of the construction work of the said scheme and/or mutually agreed herein upon.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent for the Owner selling, mortgaging or creating charge on any flats / shops / Offices, which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent to the Owner for making alterations in the structures in respect of the said flats / shops / Offices agreed to be purchased by the Purchaser and/or such other alterations or additions in the structure of the building as may be necessary and expedient in the opinion of the Architect / Engineer.

AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove and the Owner has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Owner during the course of completion of the entire scheme of construct will acquire additional floor space index and transferable development rights as per the rules and regulations of the Municipal Corporation 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 Owner

may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same.

AND WHEREAS the Owner has provided to the Purchaser the copy of sanctioned plans, permissions, approvals, documents of title, copy of Declaration, copies of plan showing the future additional construction and expansion thereof and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, restricted and common facilities, amenities and rights as appearing on the sanctioned plans as well as the contents and covenants appearing in the sanctioned plans and after understanding the same and being fully satisfied about the same has granted his / her express and irrevocable consent for the same and the Owner declare that the covenants, restrictions and stipulations as incorporated in the Declaration shall always be adhered by him / her.

AND WHEREAS the Owner has appointed Architect registered with the Council of Architects as their Architect and the Owner has also appointed Structural Engineer for the preparation of the structural designs and drawings of the building and the Owner accept the professional supervision of the Architects and the R.C.C. Engineer till the completion of the building.

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 Owner 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 Owner expressed his intention to dispose off the flats / shops / office / units etc., in the proposed building known as "Shree Sukhpradha Apartment".

AND WHEREAS the Purchaser has seen, verified and understood the contents of the Declaration, the common and restricted facilities, covenants therein mentioned and also examined and approved the building plans as well as the proposed amendments in plans 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 WHEREAS relying upon the said aforesaid representations, the Owner agreed to sell the Purchaser a Flat / Shop / Office at the price and on the terms and conditions herein after appearing.

AND WHEREAS the List of Amenities, Copy of Extract of records of right, Certificate of Title issued by the Advocate of the Owner to the said property, and the floor plan approved by the Municipal authority have been annexed hereto and marked as Annexures A, B, C and D respectively.

AND WHEREAS upon completion of the proposed development of the said property as stated above the Owner has agreed to complete, sell and cause to convey the said property so developed in favour of the condominium of apartment owners of all those several persons (including the purchaser herein) purchasing / acquiring the respective flats / shops / offices / units in the said new building as the nominees of the Owner.

NOW THIS AGREEMENT WITNESSETH THAT by the end of 30.01.2019 but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Owner, the Owner agrees to complete in all respect the construction of the proposed building known as "Shree Sukhpradha Apartment" 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 Owner agrees to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the condominium of apartment owners to be formed of the several persons ( including the Purchaser herein ) acquiring the respective flats / shops / offices / units 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 Owner.

AND WHEREAS the Owner has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the Owner to deal with the allotment of the 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 premises and will not raise any objection and/or obstruction to the allotment of parking spaces made by the Owner to any intending purchaser.

AND WHEREAS the Owner has followed the requisite procedure under the provisions of the Real Estate (Regulation & Development)

Act, 2016 with the Real Estate Regulatory Authority and the said authority has granted the registration bearing No. \_\_\_\_\_ dated \_\_\_\_\_.

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Owner, 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 Owner to the project land on which the premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Owner and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

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

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

AND WHEREAS the Owner has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Owner for allotment of Flat / Shop being No. \_\_\_\_ on \_\_\_\_\_ floor in wing \_\_\_\_ situated in the building known as "Shree Sukhpradha Apartment" being constructed on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of

the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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

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

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

1. The Owner shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Owner shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) The Purchaser hereby agrees to purchase from the Owner and the Owner hereby agrees to sell to the Purchaser, the premises being Flat / Shop No. \_\_\_\_\_ carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the building known as "Shree Sukhpradha Apartment" (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Purchaser has agreed and assured to pay the total consideration of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Owner in the following manner -

- i) Rs.10% paid as advance payment or application fee at the time of execution of this agreement.
- ii) Rs.35% to be paid to the Owner on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs.25% to be paid to the Owner on completion of slabs of the wing in which the said Premises is situated.
- iv) Rs.05% to be paid to the Owner on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- v) Rs.05% to be paid to the Owner on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.
- vi) Rs.05% to be paid to the Owner on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is situated.
- vii) Rs.10% to be paid to the Owner on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.
- viii) Rs.05% be paid to the Owner at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to

M/s \_\_\_\_\_

A/C No: \_\_\_\_\_

IFSC CODE : \_\_\_\_\_

Bank \_\_\_\_\_

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner by way of Value Added Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying

out the Project payable by the Owner) up to the date of handing over the possession of the said premises.

- 1(d) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Owner 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 Owner shall enclose the said notification/order/rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(e) The Owner may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ \_\_\_\_% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Owner.
- 1(f) The Owner shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of \_\_\_\_ percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner. If there is any reduction in the carpet area within the defined limit then Owner shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Owner shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(g) The Purchaser authorizes the Owner to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner may in its sole discretion deem fit and the Purchaser undertakes not to object/ demand/direct the Owner to adjust his payments in any manner.

- 2.1. The Owner hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the premises.
- 2.2. Time is essence for the Owner as well as the Purchaser. The Owner shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner as provided in clause 1 herein above. ("Payment Plan").

3. The Owner hereby declares that the Floor Space Index available as on date in respect of the project land is 536 square meters only and Owner has planned to utilize Floor Space Index of 432 square meters as well as transferable development rights to the extent of 1.15% i.e. 393.03 square meters thereby having a total potentiality of floor space index of 825.23 square meters and further the Owners also intends to avail potentiality of floor space index as may be permitted by Development Control Regulation of the Kalyan Dombivali Municipal Corporation in respect of the land admeasuring 104 square meters affected by parking reservation and/or further increases in floor space index as per common Development Control Regulation and Purchaser has agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Owner by utilizing the proposed floor space index and on the understanding that the declared proposed FSI shall belong to Owner only.
- 4.1. If the Owner fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Owner agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Owner, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the

Owner under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Owner.

- 4.2. Without prejudice to the right of Owner to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Owner under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Owner shall at his own option, may terminate this Agreement:

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

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

Provided further that upon termination of this Agreement as aforesaid, the Owner shall deduct 20% of the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Owner in the said building and the premises as are set out in Annexure 'E', annexed hereto.
6. The Owner shall give possession of the said premises to the Purchaser on or before \_\_\_\_ day of \_\_\_\_\_ 20\_\_ with an extension in time thereof for six months or so. If the Owner fails or neglects to give possession of the said premises to the Purchaser herein on account of reasons beyond his control and of his agents by the aforesaid date then the Owner shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the premises with

interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Owner received the sum till the date the amounts and interest thereon is repaid.

Provided that the Owner shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

- i) Non-availability of steel, cement other building materials, water or electric supply and labour;
- ii) War, civil commotion or Act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Owner shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Owner to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Owner shall refund to the Purchaser the entire amount received by the Owner from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Owner and that the Owner shall be released and discharged from all its obligations and liabilities under this Agreement.

IF the Purchaser intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Owner and on cancellation of the agreement he / she shall give six months period to the Owner within which period the Owner shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest. The Owner shall forfeit the 20% of the total amount received from the Purchaser as and by way of liquidated damages, while repaying the money paid by the Purchaser.

- 7.1 Procedure for taking possession - The Owner upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Owner shall give possession of the said premises to the Purchaser. The Owner agrees and undertakes to indemnify the

Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner. The Purchaser agree(s) to pay the maintenance charges as determined by the Owner or association of Purchaser s, as the case may be. The Owner on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Owner to the Purchaser intimating that the said Premises are ready for use and occupancy:
- 7.3 Failure of Purchaser to take Possession of Said Premises from the Owner: Upon receiving a written intimation from the Owner as per clause 7.1, the Purchaser shall take possession of the said premises from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Owner any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Owner, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Owner, any damage due to wear and tear of whatsoever nature caused thereto, the Owner shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written

consent of the Owner the defect liability automatically shall become void. The word defect here means only the manufacturing.

- 7.5 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Owner to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/ Premises is not reduced.
- 7.6 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Owner for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Owner's office or on the website of the Real Estate Authority. Further, the Owner shall not be required to obtain consent in the following events:
- a. Any minor additions or alterations.
  - b. Any addition or alterations to any common areas, amenities, etc.
  - c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
- 7.7 In the event of the Organisation being formed and registered before the sale and disposal by the Owner of all the flat/ premises in the Building/s, the power and authority of the Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Owner in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Owner shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Owner shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/premises, if any. In case the Organisation is formed before the disposal by the Owner of all the flats/ premises then the Owner shall at its option (without any obligation) join in as a member in respect of such unsold

flat/premises and as and when such flat/ premises are sold, the Organisation shall admit such Purchaser/s as the member/s without charging any premium/transfer fees or extra payment of any nature whatsoever.

- 7.8 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Owner alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Owner in this regard.
- 7.9 In the event of the Owner having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Owner in proportion to the carpet area of the flat/ premises or otherwise as may be determined by the Owner and non- payment of the same, shall constitute a breach of this Agreement.
- 7.10 Save and except or otherwise not to reduce any area of the said Flat/Premises, the Owner shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Owner shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Owner may deem fit and proper in their absolute discretion.
- 7.11 Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

- 7.12 Under the present Agreement and at this stage, Owner intends to use actual FSI and TDR along with any additional FSI/ TDR available on payment of premium on the said Property and IOD and Plans have been approved presently only on an actual FSI of the said Property. The Owner, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings on the said Property. For all times in future, Owner shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/TDR, the Owner shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building, as the Owner may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.
- 7.13. THE Owner 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 premises and ensure that the said property is free from all encumbrances and that the Owner 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 Owner in favour of the condominium of apartment owners.
8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities.
9. Within 15 days after notice in writing is given by the Owner to the Purchaser that the premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights,

repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Owner such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Owner provisional monthly contribution of Rs.3/- per sq.ft. carpet per month towards the outgoings. The amounts so paid by the Purchaser to the Owner shall not carry any interest and remain with the Owner until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Owner to the Society or the Limited Company, as the case may be.

10. The Purchaser shall pay to the Owner on demand-
  - i) requisite amounts towards legal charges, entrance fees and share capital, formation charges of condominium of apartment owners, Water connection charges, grill charges, MSEB meter and deposit charges, solar charges, balcony enclosing charges and other incidental expenses thereto.
  - ii) requisite amount and charges on account of goods and services tax, stamp duty and registration charges and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.
  - iii) the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution in advance is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto.
11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Owner in connection with formation of the said condominium of apartment owners and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. REPRESENTATIONS AND WARRANTIES OF THE OWNERr

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

- i. The Owner has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Owner shall handover lawful, vacant, peaceful, physical

possession of the common areas of the Structure to the Association of the Purchasers;

- x. The Owner has duly paid and shall 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 possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Owner as follows :-
- i. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said premises and maintain the said premises in the

same condition, state and order in which it was delivered by the Owner to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members and/or carry out any drilling activities in the slabs and beams in the said premises without the prior written permission of the Owner and the RCC consultant.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the project land and the building in which the said premises is situated.
- vii. Pay to the Owner within fifteen days of demand by the Owner, 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.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of

change of user of the said premises by the Purchaser for any purposes other than for purpose for which it is sold.

- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Owner under this Agreement are fully paid up and necessary intimation is provided to the Owner and no objection therefor is sought by the purchaser from the Owner for such transfer and assignment.
  - x. The Purchaser shall observe and perform all the rules and regulations which the Condominium of apartment owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Condominium of Apartment Owners regarding the occupancy and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - xi. Till a conveyance of the structure of the building in which said premises is situated is executed the Purchaser shall permit the Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
15. The Owner shall maintain a separate account in respect of sums received by the Owner from the Purchaser as advance or deposit, sums received on account of the formation of the condominium of apartment owners or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. The Owner shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Owner to the intending Purchasers.

17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
19. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Owner to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Owner's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
21. The Owner's have brought to the clear notice and knowledge of the Purchaser that during the course of construction, the Owner may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Owner. The Owner agree and undertake such charge, mortgage shall be cleared by the Owner as per the rules and regulations of the said bank and the Owner shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser under this present 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 Owner further declare that they shall all material times clear the said charge, mortgage of the said bank and shall

deduce clear and marketable title to the said premises and the said entire property.

The Owner have also brought to the clear notice and knowledge of the Purchaser that during the course of construction, the Owner may transfer and/or assign the development rights in respect of the said property or any part thereof or enter into joint venture understanding, partnership or other business arrangement with any persons, firm or company for development of the said property or any part thereof however, the Owner shall safeguard and protect the right and interest of the flat purchaser herein in respect of the flat agreement to be acquired by him and the Purchaser has granted his/her express and irrevocable consent for the same.

22. It is expressly agreed that the Owner shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Owner and for the purpose Owner is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Owner or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Owner, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Owner shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner as hereinbefore mentioned.

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

- a) to form condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

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

25. The Owner have shown the sanctioned plan of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned plan the Purchaser covenant with the Owner 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 thereto 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 Owner and the elevation of the buildings shall not be changed or altered.
  - vii) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Owner 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 condominium of apartment owners will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,
26. It is agreed and understood by the Purchaser/s that the project shall be deemed to be completed only upon the development of the said Property by utilization of the fullest present or future or proposed FSI and TDR thereof and upon completion of the entire scheme of development of the said buildings in all the phases on the entire said Project and on completion of the infrastructure and common areas and facilities and the sale of buildings and until all residences, flats, premises, garages and other tenements and units in all the buildings to be constructed as part of the project are sold and until all amounts is received. The Owner shall not be liable and/or shall not be required to cause execution of conveyance/ transfer/ lease deed in respect of the said Land /Property or any part thereof until utilization of the entire FSI /TDR in respect of the Land / Property and all other rights and benefits available now or in future in respect of the said Land / Property including incentive FSI schemes, amalgamated plots, and until all residences, flats, premises, garages and other tenements and units in all the buildings to be constructed as part of the project are sold and until all amounts are received.
27. The Owner has clearly brought to the notice and knowledge of the Purchaser that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited

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

28. The Purchaser covenant with the Owner / Promoter that if at the request of the Purchasers the Owner / Promoter makes any change in the flats units agreed to be sold and as a result of this the Owner Promoter 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 Owner / Promoter are not bound to carry out any extra additional work for the purchasers without there being a written acceptance by the Owner / Promoter that they have agreed to execute the additional extra work for the purchaser. In case if the Owner / Promoter have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Owner / Promoter gives the estimated cost. If the Purchaser fails to deposit with the Owner / Promoter the estimated cost for the additional extra work agreed to be carried out by the Owner / Promoter then the Owner / Promoter shall not be liable to carry out the said additional work in the premises of the said Purchaser.
29. **BINDING EFFECT**  
Forwarding this Agreement to the Purchaser by the Owner does not create a binding obligation on the part of the Owner 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 Owner. If the Purchaser (s) fails to execute and deliver to the Owner 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 Owner then the Owner 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.

30. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises as the case may be.

31. RIGHT TO AMEND

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

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

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

33. SEVERABILITY

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

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

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

35. FURTHER ASSURANCES

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

confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36. PLACE OF EXECUTION

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

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

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

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

39. JOINT PURCHASERS

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

40. Stamp Duty and Registration and statutory taxes and levies:-  
The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

41. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
42. GOVERNING LAW  
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
43. The name of the Project and building shall be “Shree Sukhpradha Apartment” and this name shall not be changed without the written consent of the Owner. The name of association shall also be decided by the Owner at their discretion.
44. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the Owner unless specifically mentioned and agreed in this agreement. The Owner reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at his sole discretion. In all these matters the decision of the Owner are final and it is binding on the Purchaser/s.
45. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:  
(Description of the Property)

All that piece and parcel of land lying, being and situate at village Kalyan, Taluka Kalyan, bearing City Survey No. 2832 B/2/1/1 admeasuring 536.2 sq. metres within the limits of the Kalyan Dombivli Municipal Corporation and bounded as follows:

On or towards East : Ram Mandir Property  
On or towards West : Agra Road  
On or towards North : Joshi's Property  
On or towards South : Datar Blocks  
together with all easement rights and benefits.

SECOND SCHEDULE ABOVE REFERRED TO  
Description of the nature, extent of common areas and facilities.

Open Spaces as per sanction plan,  
Entrance Lobby

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  
Owner  
Shri Milind Vasant Wani \_\_\_\_\_

SIGNED & DELIVERED  
by the within named  
Purchaser/s  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS:  
  
1. Name: \_\_\_\_\_  
  
2. Name: \_\_\_\_\_

RECEIPT

Received a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only)  
from time to time prior to execution of this agreement in the  
following manner

| Date | Cheque No. | Amount | Bank |
|------|------------|--------|------|
|      |            |        |      |
|      |            |        |      |
|      |            |        |      |
|      |            |        |      |
|      |            |        |      |
|      |            |        |      |

from the purchaser herein as and by way of advance / part  
consideration subject to realisation.

I say received  
  
\_\_\_\_\_  
Milind Vasant Wani

ANNEXURE – A - Copy of Title Report

ANNEXURE –B - Copy of Property Card or extract Village Forms VI or VII and XII

ANNEXURE –C-1 Copies of plans & Layout as approved by concerned Local Authority

ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Owner and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority

ANNEXURE – E Specification and amenities for the Premises,

ANNEXURE –F Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority. –

