

Ward No._____,Village-GAONDEVI,

Flat No._____, B-Wing,

Built up Area_____Sq. Ft.

Carpet Area_____Sq. Ft.

Market value Rs._____,

Actual Value Rs._____,

Stamp Duty Rs._____,

Pages_____

AGREEMENT FOR SALE

THIS AGREEMENT Made at Dombivli on this _____ day of _____ 2018.

BETWEEN

M/S. SHIVA BHOPI DEVELOPERS LLP., (PAN.NO. ADGFS1752A), through its Partner Shri. _____(PAN.NO. _____), having office at Shop No.4, Shiv Palace Bldg., Reti Bunder Cross Road, Devichapada, Near Gaondevi Mandir, Dombivli (West), Tal. Kalyan, Dist. Thane hereinafter referred to as “ **THE DEVELOPER / PROMOTERS** ” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **ONE PART**.

A N D

Mr./Miss/Mrs./M/s._____
(PAN.NO. _____), Aged ____ Years, Occupation _____ , &
Mr./Miss/Mrs./M/s._____
(PAN.NO. _____), Aged ____ Years, Occupation _____ , Indian
Inhabitant residing at :- _____

Hereinafter referred to as “**FLAT PURHCASER**” (which expression shall unless be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

WHEREAS Shri. Krishna Shivram Mhatre & others owns & possess absolutely an immovable property being piece and parcel of freehold land lying and situated at

village GOANDEVI Sub Registration District of Kalyan within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, Total admeasuring 3400 Sq. Mtrs. out of which 2300 Sq. Mtrs., Bearing New Survey No. 1 Hissa No. 30, Old Survey No. 359 Hissa No. 30 more particularly described in the “ FIRST SCHEDULE OF THE PROPERTY ” written here under (hereinafter referred to as the “ said land ”.)

AND WHEREAS Under the Development Agreement dated 26th DECEMBER 2017 executed between Shri. Krishna Shivram Mhatre & others hereinafter referred as ‘ the owners ’ of the one part and the Developers of the other part herein, ‘ the owners ’ has agreed with the Developers for the absolute sale to them the “said land” on the terms & conditions mentioned in the said agreement. Thus ‘ the owners ’ have given the Development rights of the “said land” to the Developers. The said Development Agreement is registered, in the Office of Sub-Registrar Assurance at Kalyan-3 on 26th DECEMBER 2017 under its Serial. No. 06355 / 2017. Index II thereof, is issued by the said office.

AND WHEREAS the Power of Attorney is also executed by the owners on dated 26th DECEMBER 2017 and gives the right to the developers to develop the “said land” and construct the buildings thereon the said power of Attorney is registered, in the Office of the Sub - Registrar Assurance at Kalyan-3 on 26th DECEMBER 2017 under its Serial No. 06356 / 2017.

AND WHEREAS the Release Deed is also executed by the co-owners on dated 26th SEPTEMBER 2017 the said land and other lands Shri. Vitthal Janu Bhoir, Shri. Sandip Janu Bhoir, Mrs. Rama Shankar Mali (Rama Janu Bhoir), Shri. Sanket Bachhu Bhoir, Mrs. Ashwini Baliram Shelar (Ashwini Bachhu Bhoir), Mrs. Chaitali Gajanan Patil (Chaitali Bachhu Bhoir), Shri. Ganesh Dashrath Mhatre, Mrs. Meena Dattu Marke (Meena Dashrath Mhatre), Mrs. Ranjana Gajanan Fulore (Ranjana Dashrath Mhatre), Mrs. Anjana Jagdish Kabadi (Anjana Dashrath Mhatre), Mrs. Sunita Hitesh Tare (Sunita Dashrath Mhatre) and Mrs. Anita Vandar Mhatre (Anita Dashrath Mhatre) release our right, interest, share in favour of Shri. Krishna Shivram Mhatre & others 4. The said Release Deed is registered, in the Office of Sub-Registrar Assurance at Kalyan-4 on 26th SEPTEMBER 2017 under its Serial. No. 09193/2017. Index II thereof, is issued by the said office.

AND WHEREAS Under the Development Agreement dated 13th NOVEMBER 2017 executed between Shri. Dinkar Manglya Mhatre & Shri. Balu Manglya Mhatre owners of the adjusant plot Mouje – Gaondevi, Bearing New Survey No. 1 Hissa No. 12A, Old Survey No. 359 Hissa No. 12 Pt., Total admeasuring 600 Sq. Mtrs. out of which 464.9 Sq. Mtrs. has agreed to develop the property along with the said land. The said Development Agreement is registered, in the Office of Sub-Registrar Assurance at Kalyan-5 on 13th NOVEMBER 2017 under its Serial. No. 12855/2017 and The Power of Attorney in respect of adjusant plot is also executed

by the owners Shri. Dinkar Manglya Mhatre & Shri. Balu Manglya Mhatre on 13th NOVEMBER 2017 and granted the right to the developers to develop the adjusant plot as mention above. The said power of Attorney is registered, in the Office of the Sub-Registrar Assurance at Kalyan-5 on 13th NOVEMBER 2017 under its Serial No. 12856/2017.

Developers by virtue of the said Power of Attorney, are entitled to develop, the “said land” and deal with and dispose of units in proposed building/s, to be constructed, on the “said land ”.

AND WHEREAS the building plan have been prepared by Architect Shri. P.S.Gokhale and same has been approved in the name of the owners by the Kalyan Dombivli Municipal Corporation vide their letter no. KDMC/NRV/BP/DOM-2013-14/10/61, Dtd. 12/06/2017.

The Developer also obtained Non-Agricultural Permission of the “said land” from District Collector Thane vide permission No. DIV. 1/T-7/ NAP/SR-78/2008 dtd 09/06/2008 for the “ said land ”.

AND WHEREAS the “ said land / property ” is affected by 147. 37 Sq. Mtrs. wide Road and in terms of plan sanction by Kalyan Dombivli Municipal Corporation, Said Property is admeasuring Sq. Mtrs. on which Wing-A building of Stilt Plus Ground Plus Six Upper Floors is sanctioned and Wing-B building of Stilt Plus Ground Plus Four Upper Floors is sanctioned.

AND WHEREAS the Promoters herein have specifically brought to the notice of Purchaser/s that “ said land / property ” is affected by Road area i.e.147. 37 Sq. Mtrs. Promoters herein have handed over the said area under Road i.e.147. 37 Sq. Mtrs. from said property to and in terms of plan sanction by Kalyan Dombivli Municipal Corporation, Said Property to Kalyan Dombivli Municipal Corporation.

AND WHEREAS property described in FIRST SCHEDULE OF THE PROPERTY or he may add more property or develop the “said land” which are adjacent to each other, hence developers will develop all the property and construct more than one multistoried building within one compound and provides all common facilities to the said property or the developers may add more property.

AND WHEREAS the developers alone has the sole and exclusive right to sell the Flat's in the said building to be constructed by the developers on the "said land " and to enter into agreement with the " Flat Purchaser" to received the sale price in respect thereof.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the

Promoters is entitled to commence, carry out the construction work of the above referred buildings on said Property, more particularly described in the Schedule-I hereunder written.

AND WHEREAS in terms of aforesaid Development Agreement and Power of Attorney thereto the promoters have herein are well and sufficiently entitled to develop the said property and further to sell and/or allot the flats / shops / office / units / premises in the building/s to be constructed on the said property as such price and on such terms and conditions.

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

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

AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer to development rights, staircase FSI and all other permissible as per D.C. Rules and Regulations to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation, as well as the Promoters further intent to amalgamate the abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension to the said property and the Purchaser/s herein has / have granted there irrevocable consent for the same.

AND WHEREAS the said land / property is affected by 147. 37 Sq. Mtrs. wide Road and in terms of plan sanction by Kalyan Dombivli Municipal Corporation, Said Property is admeasuring Sq. Mtrs. on which Wing-A building of Stilt Plus Ground Plus Six Upper Floors is sanctioned and Wing-B building of Stilt Plus Ground Plus Four Upper Floors is sanctioned and building/s constructed

thereon would be conveyance in favour of Co-Operative Housing Society to be formed of the occupants of said building/s constructed thereon.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the purchaser has granted his / her consent, the purchaser is offered a flat / shop / unit bearing number _____ on the _____ floor, area admeasuring _____ sq. meters carpet plus Open Terrace of _____ sq. meters (herein after referred to as the said “ premises ”) in the Wing – B of building No. - of the project called “ **ANURAJ HEIGHTS** ” (herein after referred to as the said “ Building ”) being constructed on the said property.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he / she / they shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect Shri. P. S. Gokhale of Kalyan (W) registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter have agreed that in permitted time period the Promoters will register the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

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

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

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

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

AND WHEREAS the Purchaser has applied to the Promoter for allotment of flat / shop bearing number ____ on the ____ floor, Wing – B of building No. - in the

building scheme to be known as “ **ANURAJ HEIGHTS** ” 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 flat/unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoters a sum of Rs. _____/-(Rupees _____ only) being part payment of the sale consideration of the premises agreed to be sold by the Promoters to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoters 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 Promoters 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(a) The Promoters shall constructed 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 promoters 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(b) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser, the premises being flat / shop bearing number _____ on the _____ floor, area admeasuring _____ sq. meters carpet plus Open Terrace of _____ sq. meters in the Wing – B of building No. - in the building scheme to be known as “ **ANURAJ HEIGHTS** ” (herein after referred to as the said “ Premises”) being constructed on the said property as shown in the Floor plan thereof hereto annexed and marked as Annexure D for the price/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(c) The Purchaser has agreed and assured to pay the total consideration of Rs. _____/- (Rupees _____) to the promoters in the following manner.

(i) Rs. 10% Paid as advance payment or application fee at the at the time of execution of this agreement.

(ii) Rs. 35% to be Paid to the promoters on completion of the plinth of the wing in which the said premises is situated.

(iii) Rs. 25% to be Paid to the promoters on completion of slab of the wing in which the said premises is situated.

(iv) Rs. 05% to be Paid to the promoters on completion of the walls and internal plaster of the said premises.

(v) Rs. 05% to be Paid to the promoters on completion of the flooring and tiling work of the said premises.

(vi) Rs. 05% to be Paid to the promoters on completion of the staircases, lift wells, lobbies up to floor level of the said premises.

(vii) Rs. 05% to be Paid to the promoters on completion of the external plaster and elevation of the building in which the said premises is situated.

(viii) Rs. 05% to be Paid to the promoters on completion of the doors, windows, sanitary fittings, lifts, water pumps, electrical fittings, floorings of staircase, common lobbies, entrance lobby, terraces with water proofing, external plumbing, paving of area.

(ix) Rs. 05% to be Paid to the promoters 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. SHIVA BHOPI DEVELOPERS LLP.

CURRENT A/C NO. 015011101421559.

IFSC CODE : DNSB0000015.

DOMBIVLI NAGARI SAHAKARI BANK LTD.

It is hereby expressly agreed that time for payment of each the aforesaid installments of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the promoters sending a notice to the purchaser/s, calling upon him / her to make payment of the same or via SMS Service, E-Mail and this will be sufficient discharge to the promoters.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, G.S.T. 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 Promoters) up to the date of handing over the possession of the said premises.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters 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 Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the purchaser, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the purchaser by discounting such early payments @ 1% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the purchaser by the Promoters.

1(g) The Promoters shall confirm the final carpet area that has been allotted to the

purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters shall demand additional amount from the purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The purchaser authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1) The Promoters 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) COMPENSATION:

TIME IS ESSENCE:

Time is essence for the Promoters as well as the purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the 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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1(c) herein above. ("Payment Plan").

3) The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 2300 square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and purchaser has agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4) TERMINATION OF AGREEMENT:

4.1) If the Promoters fails to abide by the time schedule for completing the project and handing over the premises to the purchaser, the Promoters 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 Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the Promoters.

4.2) Without prejudice to the right of promoters 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 Promoters 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 Promoters shall at his own option, may terminate this Agreement.

Provided that, 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, 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 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 Promoters) 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 Promoters and the promoters herein shall be entitled to deal with the said premises with any prospective buyer. Delay in issuance of any reminder/s or notices from the promoters shall not be considered as waiver of promoters absolute right to terminate this agreement.

4.3) For whatsoever reason purchasers herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said premises then the promoter/s herein shall issue a prior written notice to the promoters as to the intention of the purchaser/s and such receipt of notice the promoters herein shall be entitled to deal with the said premises with prospective buyers. After receipt of such notice of intention to terminate this agreement to the promoters shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed Of Cancellation. Only upon the execution and registration of Deed Of Cancellation the purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

4.4) It is specifically agreed between the parties hereto that, If the transaction in respect of the said premises between the promoters the promoters and purchaser/s herein terminated as stated in sub-para herein above written then all the instruments under whatsoever head executed between the parties hereto or between the promoters and purchaser/s herein, in respect of the said premises, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter 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 Promoters in the said building and the premises as are set out in Annexure 'E', annexed hereto.

6) **POSSESSION OF THE PREMISES.**

The Promoters shall give possession of the said premises to the Purchaser on or before **31st day of December 2020** with an extension in time for six months or so. If the Promoters fails or neglects to give possession of the premises to the purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters 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 Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters 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.

7.1) Procedure for taking possession - The Promoters, 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 promoters shall give possession of the premise to the purchaser. The Promoters agrees and undertakes to indemnify the purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The promoters agree(s) to pay the maintenance charges as determined by the Promoters or association of purchasers, as the case may be. The Promoters 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 promoters 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: Upon receiving a written intimation from the Promoters as per clause 7.1, the purchaser shall take possession of the said premises from the Promoters by executing necessary

indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters 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 Promoters 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 Promoters 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 Promoters, compensation for such defect in the manner as provided under the Act. provided after receiving of the flats from the promoters, any damage due to wear and tear of whatsoever nature caused thereto, the purchasers 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 the 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 promoters the defect liability automatically shall become void. The word defect here means only the manufacturing.

8) The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9) The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Co-operative Housing Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the

Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the co-operative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

9.1) The Promoter after formation and registration of such ad-hoc committee, its

administration and management and with the co-operation and support of the purchasers in the building/s shall form and register the co-operation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the purchaser herein that such formation of co-operative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the promoters herein the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral Part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the promoters in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional

flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing co-operative housing society or association or limited company as the case be without any recourse and consideration to the purchaser, the co-operative housing society or association or limited company as the case may be. It is clearly agreed and assured by the purchaser that the purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

9.2) Within 15 days after notice in writing is given by the Promoters 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 Promoters 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 Promoters provisional monthly contribution of Rs.____ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10) The Purchaser shall pay the promoters the costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

11) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoters, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the

Purchaser shall pay to the Promoters, the Purchasers' share of stamp duty and registration charges payable, by the said society or limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS.

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

i) The Promoters have 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 Promoters 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 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 premises which will, in any manner, affect the rights of Purchaser under this Agreement.

vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement.

ix) At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoters shall hand over 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 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.

13) The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the premises may come, hereby covenants with the Promoters 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 premises is taken and shall not do or suffer to be done anything in or to the building in which the 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 premises is situated and the 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 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 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 premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building in which the premises is situated or the 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 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 premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains and pipes in the premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the 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 premises is situated.

vii) Pay to the Promoters within fifteen days of demand by the Promoters, 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 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 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 premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and necessary intimation is provided to the Promoters and no objection therefore is sought by the purchaser from the Promoters for such transfer and assignment.

x) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the 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 premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii) That the purchaser/s shall indemnify and keep indemnifying the promoters towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the purchaser/s.

xiii) That nothing herein contained shall construe as entitling the purchaser/s any right on any of the adjoining, neighbouring or the remaining building/s common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the purchaser to the promoters in this regards.

14) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15) The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

16) The Purchaser has been the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe line, 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 different common organization will have unrestricted right of way in common space, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

17) 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.

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

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 Promoters to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town

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

20) The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and/or the said building or any part thereof. The Promoters has brought to the notice and knowledge of the Purchaser that during the course of construction/development, the Promoters will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoters. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he/she will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoters. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

21) It is expressly agreed that the Promoters 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 Promoters and for the purpose Promoters are fully authorised to allow temporary or permanent construction or erection in installation either on the exterior of 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 Promoters or his nominees shall be exclusively entitled to the income that may derived by display of such advertisement or installation of cable network of mobile phone station, at any time hereinafter. The Purchaser shall not be entitled to any abatement in the price of the said premises of to object to the same for any reason and shall allow the Promoters, 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

Promoters 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.

22) 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 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 Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

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

a) to form a separate/combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.

b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/assigned/leased.

c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.

d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.

e) to decide from time to time when and what sort of document of transfer should be executed.

f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

g) to form a federation of all the co-operative housing societies to be formed in

the said scheme of construction and to convey the said land and the building to a apex body.

h) to execute the conveyance of the said property in parts, taking into consideration the division of property due to road and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

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

24) The Promoters have shown the layout of the larger 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 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 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 co-operative housing society and/or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.

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

The Purchaser herein have understood and accepted the above covenants, stipulations and conditions as will the discretion of the Promoters to exercise the same and have granted his/her express and irrevocable consent and confirmation thereto.

25) The Promoters have clearly brought to the notice and knowledge of the Purchaser and clearly shown and disclosed to the Purchaser that

i) presently the Promoters are carrying out the construction work on the said property in accordance with the revised plan bearing no. KDMC/NRV/BP/DOM-2013-14/10/61, Dtd. 12/06/2017 and have further disclosed that as stated hereinabove, the revised permissions, sanctions and modifications will be obtained by the Promoters from time to time during the course of construction and till the completion to the entire scheme of construction and the Promoters will proceed with the construction work on the said property.

ii) they have intended to avail the maximum potentiality of transferable development rights, staircase floor space index and permitted increases along with enhancement if floor space index from time to time as per the Development Control Regulations of the Kalyan Dombivli Municipal Corporation and to use,

utilize on the said property and to have the consumption and exploitation of the maximum potential of the floor space index on all grounds as permissible under law.

iii) that they have prior to the purchaser acquiring the flat/unit in the scheme of construction, clearly disclosed to the Purchaser the nature and scope of construction, the land affected by roads and reservations, the floor space index already use by the previous developers for constructing certain buildings on the said property, the balance unused, unconsumed and available floor space index of the entire property along with maximum potentiality of transferable development rights, staircase floor space index and permitted increases on all grounds as may be granted by the Kalyan Dombivli Municipal Corporation under the Development Control Regulations on the said property and its utilization and consumption by the Promoters on the said property and every part of thereof by way of further revised sanctions, alterations, modifications and renewals from time to time and such clear disclosure of the scheme of construction and the nature of the further expansion is clearly brought to the notice and knowledge of the purchaser and the Purchaser has seen, verified and understood the same and in confirmation thereof have granted his/her express and irrevocable consent to the Promoters in their endeavor of exercising the rights of revision, expansion and modification in the building plans and permissions as recited hereinabove and availing and acquiring maximum potentially of floor space index as may be sanctioned by the Kalyan Dombivli Municipal Corporation on the said property and constructing additional buildings and/or floors on the said property from time to time and with such express and irrevocable consent, the Purchaser has agreed to enter into this agreement.

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

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 Promoters herein.

26) The Promoters have also shown to the Purchaser the entire layout of the said

property along with the amalgamation of lands, further expansions as well as further amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the co-operative housing society of condominium of apartment owners and/or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed/constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his/her express and irrevocable consent for the same.

27) It is further agreed and understood between the parties that if there is change, modification and/or revision in the reservation and/or acquisition area, then such benefits and incentives thereto will be for exclusive use and beneficial enjoyment of the Promoters herein and the Promoters herein is and shall be well and sufficiently entitled to the derive the benefits thereof for his own and exclusive profit and the Purchaser herein has granted his/her express and irrevocable consent for the same and shall not raise any objection for the same.

28) It is clearly brought to the notice of the Purchaser and the Purchaser is made aware that Government may impose certain taxes and levies in future and therefore the Purchaser herein is entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser agree and assure to pay the same without any delay, and if any taxes are paid on behalf of Purchasers, then the Purchasers shall refund and reimburse the same to the Promoters on demand.

29) It is clearly agreed and understood between the parties that the Deed of Transfer, Assignment, Conveyance and/or assurances to be executed on completion of the entire scheme of construction shall be prepared by the Advocate/s of the Promoters and during the course of transfer of the land in favour of the Co-Operative Housing Societies or Condominium of Apartment Owners, the area of land conveyed or to be conveyed and transferred may not be equivalent to the total Floor Space Index consumed and utilized for construction of the buildings in the said scheme of construction of the buildings in the said scheme of construction.

30) 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 Kalyan Dombivli Municipal Corporation and such event form and get registered co-operative housing society of all the flats/shops 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 Promoters shall be at liberty and/or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoters in any manner. The Promoters has also clearly brought to the notice of the purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant land thereto and in the course of construction may amalgamate such adjacent lands and/or other lands with the present lands under development and in such event all the infrastructural benefits of the present land and the building scheme to be known as “ **ANURAJ HEIGHTS** ” will be shared, utilized, used and enjoyed by the flat purchasers of the adjacent buildings and the purchasers herein is fully aware of the same and the purchaser herein along with the other purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said “ **ANURAJ HEIGHTS** ” by the flat/shops/unit purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the building scheme to be known as “ **ANURAJ HEIGHTS** ”. It is further brought to the notice of the Purchaser and it is clearly clarified that in case the Promoters do not amalgamate the said adjacent properties and acquire the same for development, then also the Promoters is well and sufficiently entitled to grant the facilities and rights to the other purchasers of adjacent properties to avail, use, utilize and enjoy the recreation facilities of the said “ **ANURAJ HEIGHTS** ” and the Purchaser herein along with the other purchasers will not raise any objection for the same and the Purchaser has granted his/her express and irrevocable consent for the same.

31) It is agreed and understood that as the scheme of construction and its expansion and future extension involves various phases during the possession of the first phase, the common amenities and infrastructural facilities, and other amenities thereto may be ready and functional for use and utilization and on that ground the Purchaser herein along with the other purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Purchaser shall also pay the monthly maintenance charges and other outgoings regularly and shall not withhold the same on that ground or any other ground whatsoever.

32) It is clearly brought to the notice and knowledge of the Purchaser by the Promoters that the Promoters has amalgamated the portions of land and total area of amalgamated property admeasuring sq. meters and accordingly Kalyan Dombivli Municipal Corporation have granted the building commencement certificate have permitted the amalgamation of the pieces and parcels of land and

have granted the sanction to the Promoter to consume the Floor Space Index by virtue of amalgamation and to use, utilize and consume the same and the intended to follow due procedure of law to acquire the transferable development rights on the entire amalgamated property totally admeasuring sq. meters and at the time of such acquisition of transferable development rights and its sanction the Promoters intends to construct the building on the said property and with this intention and by reserving the rights to acquire transferable development rights to have maximum potentiality of floor space index as per the Provisions Of Development Control Regulations of the Kalyan Dombivli Municipal Corporation, the Promoters have presently proceeded with the construction activities and that the said fact is known and accepted by the Purchaser herein and the Purchaser has granted his/her express and irrevocable consent to such scheme of construction to be proceeded and undertaken by the Promoters firstly as per the present sanction plan on the said property and thereafter in accordance with the further sanctions and permissions as may be granted by the Kalyan Dombivli Municipal Corporation and in no event the Purchaser herein along with other Purchasers will raise any claim, objection or demand in such revision, expansion or further alterations in the said entire scheme of construction on the amalgamated property and that the Purchaser has seen and verified the same and has granted his/her express and irrevocable consent and confirmation thereto and the Purchaser herein shall not raise any objection thereto and shall rendered the co-operation to the same.

33) The Promoters has clearly brought to the notice and knowledge of the Purchaser that there is are recreational facilities in the said scheme of construction and further the Promoters has also brought to the notice and knowledge of the Purchaser that they will be acquiring the adjacent properties and during the course of construction will be amalgamating the present scheme of construction with the adjacent lands and in such event, the Promoters will change/shift the location of the recreational facilities and further that such recreational facilities will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the said property along with the other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the Purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him. The Promoters has also annexed the copy of the plan showing the proposed amalgamation of the adjacent plots in the said scheme of construction and the Purchaser has seen and verified the same has granted his express and irrevocable consent for the same.

34) It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the Kalyan Dombivli Municipal Corporation then

the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the Kalyan Dombivli Municipal Corporation for such additional construction shall be paid by the Promoters. The Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoters may in his absolute discretion deem fit and proper. The Promoters will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoters and/or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoters. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoters shall be entitled to construct the same and to sell the additional tenements. The purchaser herein and the members of the society shall admit such new intending purchaser at its members.

35) BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters 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 (s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers 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.

36) 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.

37) RIGHT TO AMEND

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

38) 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.

39) 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.

40) 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.

41) FURTHER ASSURANCES

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

42) PLACE OF EXECUTION

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

43) The Purchaser and/or Promoters 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 Promoters will attend such office and admit execution thereof.

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

Name of Purchaser (Purchaser's Address)_____

Notified Email ID:_____

M/s Promoter name_____

(Promoter Address) _____

Notified Email ID: _____

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

45) JOINT PURCHASERS

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/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

46) **Stamp Duty and Registration and statutory taxes and levies :-** The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, Goods and Service Tax (GST), value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone.

47) **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.

48) **GOVERNING LAW**

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

49) 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.

FIRST SCHEDULE **(Description of the property)**

All that piece and parcel of land lying, being and situate at Village – Gaondevi, Tal. Kalyan, Dist. Thane bearing New Survey No. 1 Hissa No. 30 Old Survey No. 359 Hissa No. 30, Total admeasuring 3400 Sq. Mtrs. out of 2300 sq. meters, within the limits of Kalyan Dombivli Municipal Corporation, Registration Dist. Thane and Sub-Registration District of Kalyan and bounded as follows.

ON OR TOWARDS THE EAST : Property of Shri. Prabhakar Gopal Mhatre & Others.

ON OR TOWARDS THE WEST : Reti Bunder Cross Road.

ON OR TOWARDS THE SOUTH : Road.

ON OR TOWARDS THE NORTH : Shiv Palace Building.

SECOND SCHEDULE ABOVE REFERRED TO
(Description of said premises)

A Flat / Shop / Unit bearing No. _____ on the _____ floor, area admeasuring _____ sq. meters carpet plus Open Terrace of _____ sq. meters in the Wing – B of building No. - of the project called “ **ANURAJ HEIGHTS** ”, bearing New Survey No. 1 Hissa No. 30 Old Survey No. 359 Hissa No. 30 of Revenue Village-Gaondevi, Reti Bunder Cross Road, Devichapada, Near Gaondevi Mandir, Dombivli (West), Pin. No. 421202, Tal. Kalyan, Dist. Thane, Situate within the limits of KALYAN DOMBIVLI MUNICIPAL CORPORATION, Dombivli Division, within the Registration Dist. Thane and Sub-Registration District of Kalyan.

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

SIGNED & DELIVERED
by the within named
Promoters/Developer
M/S. SHIVA BHOPI DEVELOPERS LLP.
a partnership firm, through its partner
Shri. _____

SIGNED & DELIVERED
by the within named
Purchaser/s
Mr./Mrs. _____

Mr./Mrs. _____

WITNESS:

1) Name: _____

2) Name: _____

RECEIPT

Received an amount of Rs. /- (Rupees Only)
as part / full payment of the price as mentioned hereinabove vide Cash / Cheque
No. , Dated drawn on Bank.

WITNESS

I say received

For **M/S. SHIVA BHOPI DEVELOPERS LLP.**

partner

1)

2)

Documents to be annexed in this Agreement

- 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 plans of the Layout as proposed by the promoters 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. – Applied for.

ANNEXURE 'E'**THIRD SCHEDULE ABOVE REFERRED TO**
(List of Amenities and specifications)

- 1) Elegant 2 X 2 verified tile flooring in Entire Flat.
- 2) Kitchen Platform with modular 2 ft. tiles.
- 3) Black Granite Kitchen platform with stainless steel sink
- 4) All bathrooms & W.C. beautifully designed with full height premium quality tiles.
- 5) Branded Modular Switches (ISI Mark).
- 6) Concealed plumbing.
- 7) P.O.P. Cornice moldings in the entire flat.
- 8) A.C. provision with concealed electrical fittings
- 9) Heavy section powder coated Aluminium windows openable on one side with French windows
- 10) Wiring for ISI quality & Provision for T.V. & Telephone points in entire flat.
- 11) Internal doors in the flat with one side laminate, moulding & polish.
- 12) Wall mounted E.W.C. with sanitary fitting.
- 13) Earthquake resistant RCC design Construction with attractive elevation.
- 14) French window in living room, bedroom & kitchen with good quality glass with marbles still.
- 15) provision for inverter wiring.
- 16) Designer Main Door with design pattern & door frame covering with wood polish.
- 17) Modern Lift with Stand by Generator/Inverter backup.
- 18) All internal wall plaster with wallputty finishing & painted with good quality paints.
- 19) Designer entrance lobby.
- 20) Solar system water heater.

