

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made and entered into at Thane on
this ____ day of _____ 2017

By & Between

M/s. ELITE DEVELOPERS, (PAN – _____), a
partnership firm, duly represented by its Partners, having office
address at Dhole’s Empire, behind Sarang Height, Talaopali Road,
Kausa, Mumbra, Dist. Thane-400612; hereinafter referred to as
“BUILDER / DEVELOPER / PROMOTER” of ONE PART

AND

MR./MRS./M/S. _____

_____ aged about _____ years, Indian inhabitant,
having address at _____

_____; hereinafter referred to as
the **“PURCHASER/S”** of the OTHER PART

The terms and expressions **“BUILDER / DEVELOPER”** and
“PURCHASER/S” shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include the firm, its
partners, and their respective heirs, legal representatives,
executors, successors, administrators, assigns.

WHEREAS:

- (a) At all relevant point of time, (1) SHRI JALIL M. AYUB RAUT (2) SMT. NADIRA JAINUL OBEDIN RAUT (3) SMT. SHAGUFTA ANIS RAUT (4) GULNAR VAHAB RAUT (5) KAHEKASHA HASAN RAUT (hereinafter for the sake of brevity referred to as "Said Owners") had been absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Property, i.e. ALL THAT PIECES OF LAND bearing **Survey No. 59/5(part), New Survey No.59/5/B/2,** area collectively 2190 Sq.Mtrs. or thereabouts of village **KAUSA**, Taluka & Dist. Thane (hereinafter for the sake of brevity referred to as "Said Plot")
- (b) The Major portion of the said Property admeasuring 800.00 Sq. Mtrs. is affected by 25.00 Mtrs. wide D.P. Road as per Development Plan of the Thane Municipal Corporation and therefore no construction or development activities can be carried on the said portion of the Land.
- (c) By the Agreement for Development dated 8th August 2005, registered in the office of the Sub-Registrar of Assurances at Thane, under Serial No. TNN1-4801-2005, for the consideration and on the terms and conditions contained therein, the said Owners agreed to grant the Development rights in respect on the said Property to Shri SALIM A.M DHOLE including all the benefits and advantages relating and arising out of acquisition / reservation and the said land affected by 25.00 Mtrs. wide D. P. Road, inclusive of TDR benefits.

(d) The said Owners also executed General Power of Attorney dated 8th August 2005, authenticated in the office of the Sub-Registrar of Assurances at Thane and appointed the said Shri SALIM AM DHOLE, as their Constituted Attorney and delegated him various powers and authorized him to do various acts, deeds and things in respect of the said land.

(e) By virtue of Deed of Transfer of Transferable Development Right (TDR) dated 07/03/2015, duly registered with Sub-Registrar Thane-1, at Serial No.TNN1-2234-2015, the said Salim Dhole obtained TDR under sale in form of F.S.I. only to the extent of 1185 sq. mtrs. equivalent to about 12755 sq.ft. from and out of the Development rights, Certificate No. Road/132 and Folio TDR/9/Road/53/2008 TDR / Sector IX dated 21/01/2009 in respect of property bearing Survey No.45, Hissa No.2, 3 & 5, admeasuring about 7840 sq.mtrs. of which portion of land adm. 3470 affected by road widening situate, lying and being at village Kausa, Taluka & District Thane, Registration and Sub-Registration District Thane. However, in the said Deed, the name of the Transferee was inadvertently mentioned as M/s. Elite Developers, and hence by virtue of Deed of Rectification dated 05/06/2015, duly registered with Sub-Registrar Thane-1, at Serial No.TNN1-5434-2015, the name of the Transferee came to be duly rectified from M/s. Elite Developers, to Mr. Salim A. M. Dhole.

(f) Meanwhile, the Builder / Promoter incurred necessary expenses and obtained and/or cause to obtain Sanction for Development Permission bearing V.P. No.S09/0019/09/ TMC/TDD/0207/10, dated 09/03/2010, and thereafter due compliances were done and consequently Commencement Certificate bearing V.P. No. S09/0019/09/ TMC/TDD/345/11, dated 03/02/2011, bearing Certificate No.000492 came to be issued. Later, on application made by the Promoter for amendment came to be granted and accordingly, Thane Municipal Corporation issued Amended Commencement Certificate bearing V.P. No. S09/0019/09/ TMC/TDD/0739/13, dated 04/01/2013, bearing Certificate No.001272, in respect of the development of the said properties, authorizing the Promoter to construct multi-storied building thereon.

(g) The said Builder has thus acquired all the piece and parcel of land, ground of hereditaments situated, lying and being at as aforesaid, and the Builder alone have the lawful exclusive rights on the said plot as to carry out its intention to construct multi storied building thereon, and do whatever they deem fit and proper, (subject to the conditions in the deeds stated hereinabove) that is to say, to let and/or sell the flats, rooms, garages, basements portion and/or any other premises or part thereof in the building (as per the list of distribution of flats & premises) within the said project to be constructed by the Builder on the said plot and to enter into agreement/s with the

purchaser/s and to receive the compensation, consideration or sale price in respect thereof.

(h) By virtue of PARTNERSHIP DEED dated ____/____/____, a firm by name M/s. Elite Developers, came to be constituted consisting of 2 partners, namely the said Salim Dhole and another Mr. Shakil Abdul Karim Shaikh, further vide SUPPLEMENTARY DEED dated ____/____/____, the said Salim Dhole introduced the Development Rights as well as all ancillary rights, title and interest as to the Development of the said plot including the TDR benefits in the firm as and by way of his share of capital.

(i) The Promoter has already initiated and commenced construction of the proposed building to develop the said plot as per the plans duly sanctioned by Thane Municipal Corporation, and in conformity with the specifications elevations, section and details of the said building and has tentatively named the said building as “DHOLE’S EMPIRE” - _____ wing”.

(j) The Purchaser/s has/have approached the Promoters and expressed his/her/their desire to acquire right, title and interest in the said premises and at the request of the Purchaser/s, the Promoters have agreed to sell and transfer the right, title and interest in favour of the Purchaser/s, on what is popularly known as “Ownership Basis”, in the premises as more-fully described in the Schedule appended hereunto this deed, in the building

known as "**DHOLE'S EMPIRE - _____ wing**", situated at Talaopali Road, lying & being at village **KAUSA**, Tal. & Dist. Thane-400612, State Maharashtra (for short "the said Premises"), at and for the total price and consideration and on the terms and conditions hereinafter appearing.

(k) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

(l) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure '____';

(m) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts, the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

(n) The Purchaser/s demanded from the Builder and the Builder have given inspection to the Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the Builder, through their Architects and of such other documents as are specified under the

relevant laws & enactments, more particularly the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

- (o) The authenticated copies of Certificate of Title issued by the Attorney at law or Advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure ____ and ____
- (p) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure ____.
- (q) The authenticated copies of the plans of the Layout as proposed by the Promoter 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 _____,
- (r) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchasers, as sanctioned and approved by the local authority have been annexed and marked as Annexure _____

(s) 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,

(t) 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.

(u) The Purchaser/s has taken inspection of the said plans, so also the relevant title deeds of the said property. **AND WHEREAS,** the Purchaser/s is/are desirous of acquiring and purchasing a **FLAT/SHOP** which is marked and numbered as _____ on the _____ floor on the said plans of the said building, viz. **“DHOLE’S EMPIRE - _____ WING”**, lying and being at **village KAUSA, Tal. Dist. Thane, State Maharashtra** (which is more-fully described in the Schedule apprehended hereunto and hereinafter, for the sake of brevity, referred to as “said premises”) and hence the Purchaser/s approached and

expressed his/her desire & offered to purchase the said premises from Builder, for mutually agreed consideration amount. The parties hereto met and discussed the matter, after long and deliberate negotiations, the Builder accepted the offer and ultimately the parties hereto reached for a deal.

(v) The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

(w) 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;

(x) Prior to the execution of these presents the Purchaser/s has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser/s as advance payment or Application

Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(y) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

(z) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

(aa) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said premises and the garage/covered parking(if applicable)

(bb) Prior hereto the Promoters have handed over and/or made available for inspection copies of all the documents recited hereinabove and all other relevant documents in respect of DHOLE'S EMPIRE - _____ WING to Purchaser/s as required under the provisions of the relevant laws & enactments. The

Promoters have handed over to the Purchaser/s architectural floor plans pertaining to said building.

(cc) The Promoters have handed over to the Purchaser/s copy of the Property Register Card / Village Form No. VII-XII in respect of the said plot, copy of which is annexed hereto this agreement.

(dd) The Promoters have made available for inspection of the Purchaser/s, copy of Building Plans and handed over to the Purchaser/s copy of Commencement Certificate/s.

(ee) The Purchaser/s confirms that the Purchaser/s has/have visited and inspected the said plot and (proposed) site of the said Building and has/have fully familiarized himself/herself / themselves/ itself with the scheme of the development of the said plot;

(ff) The Purchaser/s have satisfied themselves that the Promoters are fully entitled to develop the said plot and entitled to enter into this Agreement with the Purchaser/s in respect of the said premises.

(gg) The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES AS UNDER:

- 1) The recitals contained herein shall form integral and operative part of this Indenture as if the same were set out and incorporated herein verbatim and are treated as representations and declarations made by the parties hereto.
- 2) The Builder shall under normal circumstances construct the said building on the said property in accordance with the plans, designs and specifications duly approved by the appropriate authorities and which have been seen and approved by the Purchaser/s with only such variation and modification as the Builder may consider necessary.
 - a) Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
- 3) The Purchaser/s doth hereby admit and acknowledge that prior to the execution of these presents, he/she/they has/have inspected all the relevant title deeds of the Builder to the said property on which the said building is to be or has been constructed and that the Builder has made full disclosures of the nature of their title to that effect. The Purchaser/s has/have satisfied themselves as to the title of the Builder on the said property.

4) The Purchaser/s has/have took notice, confirmed and accepted the said plan, design and specifications of the said building, with such variations or modifications as may be considered necessary and expedient by the Builder and/or the authorities concerned and the Purchaser/s hereby irrevocably grant his/her/their consent for effecting such changes, alterations, variations and/or modifications in the design and specifications of the plans.

5) The Purchaser/s hereby agree/s to purchase from the Builder and the Builder hereby agree to sell to the Purchaser/s, a **residential / commercial** premises bearing **FLAT / SHOP No.** _____, having **carpet** area of _____ square meters, on the _____ floor of the building known as **“DHOLE’S EMPIRE”** - _____ wing, situated at Talaopali Road, lying & being at village **KAUSA**, Tal. & Dist. Thane-400612, State Maharashtra (hereinafter referred to as the **“said premises”**) for the total lump sum price / consideration of Rs. _____/- (Rupees _____ only).

6) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-

7) The amount of consideration for the purchase of the said premises shall be paid in the following manner:

- a) Rs. _____ (Rupees _____
 _____ only) being **10%**
 of the total consideration is paid on or before the execution of these presents (which amount the Builder do hereby admit and acknowledge to have been received as per separate receipts).
- b) Rs...../(Rupees only) being ____% of the total consideration amounts is agreed to be paid to the Promoter after the execution of Agreement
- c) Rs...../(Rupees only) being ____% of the total consideration amounts is agreed to be paid to the Promoter on completion of plinth of the building,
- d) Rs...../(Rupees only) being ____% of the total consideration amounts is agreed to be paid to the Promoter, on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- e) Rs...../(Rupees only) being ____% of the total consideration amounts is agreed to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- f) Rs...../(Rupees only) being ____% of the total consideration amounts is agreed to be paid

to the Promoter, on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

- g) Rs...../-(Rupees only) being ____% of the total consideration amounts is agreed to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- h) Rs...../-(Rupees only) being ____% of the total consideration amounts is agreed to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- i) The balance amount of Rs. _____
(Rupees _____
_____ only) shall be paid by the Purchaser/s to the Builder at the time of receipt of the quiet, vacant and peaceful possession of the said premises from the Builder upon obtaining Occupancy Certificate from Thane Municipal Corporation.

- 8) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & 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 Promoter) up to the date of handing over the possession of the said premises.

- 9) 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 Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

- 10) It has been expressly agreed that the date and the time of the payment mentioned afore-said shall be essence of contract and on the Purchaser/s to the Builder under this agreement and on the Purchaser/s committing any default in payment on due date any of the amounts due and payable by the Purchaser/s to the Builder under this agreement and on the Purchaser/s

committing breach of any of the terms and conditions herein contained then the Builder shall be entitled at its own option to terminate this agreement.

- a) Provided always that the power of termination hereinbefore contained shall not be exercised by the Builder unless and until the Builder shall have given to the Purchaser/s fifteen days prior notice in writing of its intention to terminate this agreement and of specific breach or breaches of the terms and conditions of this agreement and default that have been made and/or committed by the purchaser, and unless the Purchaser/s has failed to remedy such breach or breaches within 15 days from the date of receipt of such notice.
- b) Provided further that upon termination of this agreement as aforesaid the Builder shall refund to the Purchaser/s the installments of sale price of the flat/ which may till then have been paid by the Purchaser/s to the Builder but the Builder shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement. Nevertheless, upon termination, the Builder shall be at liberty to dispose off and sell the said premises to any other person/s and at such price as the Builder may in its absolute discretion think fit.

11) It is agreed that the tentative date on which the Builder may hand over possession of the said premises to the Purchaser/s will be on or before _____. However, this tentative date is subject to change, modification, alteration, amendment, for various extraneous reasons. However, if the Builder fails to give possession of said premises to the Purchaser/s on account of reason beyond its control and of their agent by the aforesaid date, then the Builder shall be liable on demand to refund to the Purchaser/s the amount already received by him, without any interest thereon. Provided that the Builder shall be entitled to reasonable extension of time for giving delivery of the flat on the aforesaid date if the completion of the building in which the said premises is situated is delayed on account of: -

- (a) non-availability of steel, cement and other building material, water or electricity supply,
- (b) war, civil commotion or act of God,
- (c) Any notice, order rule, notification of the government and/or other public or competent authority.

12) The Purchaser/s shall take possession of the said premises within **15 days** of the Builder giving written notice to the Purchaser/s intimating that the said premises is ready for use and the occupation. Thereafter, the Purchaser/s shall alone be responsible to carry out such internal repair to his/her flat agreed to be acquired at his/her own costs and risks said to the relevant rules and regulations governing such acts and permission from the Society, if applicable.

13)The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

14)If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the

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

15) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure _____ annexed hereto.

16) The Purchaser/s along with other purchasers of flats/offices/s in the building shall join in forming and registering the society or limited company to be known as DHOLE'S EMPIRE - _____ WING Co-operative Housing Society Limited, and also from time to time sign and execute the application for the registration and/or membership and other documents necessary for the formation and the registration of the society or limited company as the case may be forwarded by the Builder to the Purchaser/s so as to enable the Builder to register the same.

17) The said building shall always be known as **"DHOLE'S EMPIRE"**, and the name of the Society to be formed by the prospective owners shall bear the name as **"DHOLE'S EMPIRE"** Co-operative Housing Society Ltd. This name shall not be changed without the express permission of the Builder.

18) If any further F.S.I. is available on the said property, or shall become entitled in the event of increase due to any government

resolution or by way of official order, then the Builder / Developer shall alone be entitled to consume, such additional or increased F.S.I. at their own discretion and they shall be at liberty to put any number of additional floors over and above the then existing structure and shall be entitled to construct any other flats/rooms/s in the boundary; and the same shall be absolute property of the Builder. Provided however, such utilization of additional FSI by the Builder shall be done in accordance with the building rules and regulations and permissions from the concerned authorities.

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

Companies, as the case may be, or any other Competent Authority.

20)The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner / Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

21)The Promoter 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 Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

22)Commencing a week after notice in writing is given by the Builder to the Purchaser/s that the said premises is ready for use and occupation the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the flat) of outgoings in respect of the said property and building namely N.A. tax local taxes, property taxes that may be levied by the Thane Municipal Corporation, betterment charges, insurance premium, common lights, repairs and salaries of clerks, bills collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property

and the building until the society or limited company is formed and the said property and building is transferred to it. The Purchaser/s shall pay to the Builder such proportionate share of outgoings as may be determined by the Builder.

23) The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- a) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- b) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- c) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- d) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- e) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- f) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout,

24) The Purchaser/s shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of

the Promoter in connection with formation of the 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.

25)The Purchaser/s further agree/s until his/her share is so determined, he/she shall pay to the Developer provisional monthly contribution of Rs._____-/- per month towards the outgoings. The Developer shall be entitled to retain the said amounts so collected and shall not be accountable to the Purchaser/s or any other persons for this amount, which the Developer shall receive. Nevertheless, the Developer shall be fully entitled to recover this amount from the Purchaser/s, in case of latter's default for a continuous period of 3 months.

26)The Purchaser/s shall, as when demanded, pay to the Builder their respective share of expenses for legal charges for deed of assignment and other documents as well as for formation and registration of the society or limited company and its share application money, entrance fee.

27)If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the

Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

28) It has been expressly agreed that the Purchaser/s shall use the flat or any part thereof or permit the same to be used for the purpose of residence only.

29) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- a) The Promoter hereby represents and warrants to the Purchaser/s as follows:
- b) The Promoter has clear and marketable title with respect to the project land; as declared in the Title Certificate 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;
- c) The Promoter 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;
- d) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- e) 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;
- f) 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 Promoter 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;
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected,
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser/s in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed of the structure to the association of Purchaser/ss the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Association of the Purchaser/ss;
- k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

30)The Purchaser/s doth hereby covenant with the Builder as follows: -

- a) to maintain his/her premises under this agreement at the purchaser's own cost and keep the said premises in good and tenantable repair condition from the date of possession of the same is taken and not to do or suffered to be done anything in the staircase and/or passage and/or building in which it is situated or change or alter to make addition in or to the buildings in which is situated and premises itself or any part thereof.
- b) not to store in the premises under this agreement any goods which are hazardous, combustible or dangerous nature or are as heavy so as to damage the construction of the buildings in which the same situated or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages by which upper floors may damage or likely the staircase, common passages, or any other structure of the building including entrance of the buildings and in case any damage is caused to the buildings on account of negligence or default of the Purchaser/s then in this behalf the Purchaser/s shall be liable for the cost and consequences thereof.
- c) to carry out at their own cost all internal repairs and maintain the premises under this agreement in the same conditions, state and order in which it was delivered by the Builder to the Purchaser/s and shall not do or suffered to be done anything in or to the buildings which may be against the rules and regulations and byelaws of the concerned local authority or any other public authority and not to do or suffered to be done anything to the premises under this agreement or to the building without the written permissions of the Builder. And in the event of the

Purchaser/s committing any act in contravention of the above stipulations and restrictions, then the Purchaser/s shall be responsible and liable for cost and consequences thereof.

d) not to make or caused to be made any addition or alteration of whatsoever nature in or to the premises or any part thereof and/or in the buildings nor any alterations in the elevations and outside colour scheme of the buildings and shall keep the sewers, drains pipes in the premises and appurtenance thereto in good and tenantable repairs and conditions and particular to protect all other parts of the building and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. pardis or other structural members in the premises and/or in the buildings without the prior written permission of the Builder and/or the society or the limited company as the case may be.

e) not to do or permit to be done any act or thing which may render void and voidable any insurance of the said property and the buildings in which the premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the same.

f) 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 said property and the buildings.

g) to bear and pay increased in local taxes, water charges including salary of water-filling man, repairs and maintenance of water pump, electricity bills and all other expenses that may have to incur in respect thereof and insurance and such other levies if any

which are imposed by the concerned local authority and/or government and/or other public authority.

h) the Purchaser/s shall not let, sublet, transfer, assign or part with his/her interest or benefit factors of this assignment or part with the possession of the premises, under this agreement until all the dues payable by the him/her to the Builder under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has intimated in writings to the Builder has obtained the written consent of the Builder.

i) the Purchaser/s shall observe, and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the premises therein and for observance and performance of the buildings rules, regulation and bye-laws for the time being of the concerned local authority and/or the government and other public bodies. the Purchaser/s shall also observe and performs all stipulations and conditions laid down by the society / limited company regarding the occupation and use of the respective premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses and/or other outgoing in accordance with the terms and conditions of this agreement.

j) The Purchaser/s shall permit the Builder or his agents with or without workers at all reasonable times to enter into or upon

the said premises/garage or any part thereof for the purpose of repairing, rebuilding, maintaining, cleaning, fencing, aligning, servicing drainage pipes, cables, wires or other fittings belonging to or used for the said building and also for the purpose of laying down pipes, cables, drainage pipes and testing drainage gas and water pipes and electrical wires and for like purposes.

31) That in case any Security Deposit is demanded by water department of Thane Municipal Corporation for the water connection to the building and/or by the Electricity Board, the Purchaser/s shall contribute proportionately such amounts as determined by the Builder. Like-wise in case the Electricity Board demands construction of sub-station before supplying the necessary electric or domestic load to the proposed building the Purchaser/s shall contribute proportionately such amounts as determined by the Builder.

32) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in the law of the said portion of the said premises/office/basement portion of the said property, buildings or any part thereof. The Purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold to the Purchaser/s and all open spaces, parking spaces, lobbies staircases, terraces, recreation spaces etc, will remain as the sole property of Builder.

33) Any delay tolerated or indulgence shown by the Builder in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Builder for the payment shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in the manner prejudice the rights of the Builder.

34) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**- After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such said premises.

35) **BINDING EFFECT** - Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar

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

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 apartment/plot/building, as the case may be.

37) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASER/S** - It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/ss of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

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

39) It is the further agreed by and between the parties herein that all costs, charges and expenses or preparing this agreement as well as the professional cost of the Attorneys and all stamp duties and registration charges and other incidental expenses payable in respect of this agreement and any other documents and all other relevant writing in pursuance of this agreement shall be borne and paid by the Purchaser/s only.

40) The Purchaser/s shall immediately after the execution of this Agreement at his/her cost lodge the same for registration with the Sub-Registrar of Assurances and shall, within reasonable time, after lodging the same communicate the Builder of having done so, so as to enable the latter to attend the office of the Sub-Registrar and admit the execution thereof. If the Purchaser/s fails to lodge this Agreement for registration the Builder shall not be responsible for non-registration and the consequences arising there-from.

41) All notices to be served on the Purchaser/s as contemplated in this agreement shall be deemed to have been served if sent to the Purchaser/s at the address as mentioned above in this agreement.

42) **DISPUTE RESOLUTION**: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the **Real Estate (Regulation and Development) Act, 2016**, Rules and Regulations, there-under.

43) This agreement shall always be subject to the provisions of **Real Estate (Regulation and Development) Act, 2016, rules and regulations** made there-under and any modification, amendments or re-enactment thereto, for the time being in force and any other provisions of other laws applicable thereto.

FIRST SCHEDULESAID PLOT

All that piece and parcel of land bearing **Survey No. 59/5(part),**
New Survey No.59/5/B/2, area collectively 2190 Sq.Mtrs. or
 thereabouts of village **KAUSA,** Taluka & Dist. Thane; in the Sub-
 Registration District of Thane and within the limits of the Municipal
 Corporation of Thane.

SECOND SCHEDULE**The said premises sold herein**

All that piece and parcel of **residential / commercial** premises
 bearing **FLAT / SHOP No. _____**, having **carpet** area of
 _____ square meters, on the _____ floor of the
building known as “DHOLE’S EMPIRE” - _____ wing, situated
 at Talaopali Road, lying & being at village **KAUSA,** Tal. & Dist.
Thane-400612, State Maharashtra, in the Sub-Registration District
 of Thane and within the limits of Thane Municipal Corporation.

IN WITNESS WHEREOF, the parties hereto have hereunto
subscribed their respective hands and seals on the day and the
year first hereinabove written

Signed, Sealed & Delivered

By the Builder / Developer / Promoter

M/s. ELITE DEVELOPERS,

Through its Partners, viz.

MR.

Signed, Sealed & Delivered

By the within named **Purchaser/s:**

MR.

Witnesses:

1)

2)

RECEIPT

Received from the within named Purchaser/s an amount of
Rs. _____/- (Rupees _____
_____ only) towards earnest money / part
payment of the consideration for the sale of said premises as per
this agreement.

Details of payment as under:

- 1) Rs. _____ vide Cheque / RTGS / NEFT UTR No.
_____ dated _____ drawn on
_____ Bank
- 2) Rs. _____ vide Cheque / RTGS / NEFT UTR No.
_____ dated _____ drawn on
_____ Bank

Cheque/s subject to realization

Builder / Developer / Promoter

For M/s. ELITE DEVELOPERS,

Partner/s

ANNEXURE – A

TITLE CERTIFICATE OF ADVOCATE

ANNEXURE –B

Authenticated copies of Property Card or extract Village Forms VI
or VII and XII or any other revenue record showing nature of the
title of the Vendor/Lessor/Original Owner/Promoter to the project
land

ANNEXURE –C-1

Authenticated copies of the plans of the Layout as approved by
Thane Municipal Corporation

ANNEXURE - C-2

Authenticated copies of the plans of the Layout as proposed by the
Promoter 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
Apartment agreed to be purchased by the Purchaser/s as approved
by Thane Municipal Corporation

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project
granted by the Real Estate Regulatory Authority)