

Ward No. : \_\_Ward  
Village : \_\_\_\_\_  
Apartment Area : \_\_\_\_\_Sq. Meters carpet  
Actual Value : Rs.\_\_\_\_\_/–  
Market Value : Rs.\_\_\_\_\_/–

## AGREEMENT FOR SALE

THIS AGREEMENT MADE AT DOMBIVLI ONTHIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_.

## BY AND BETWEEN

M/s. \_\_\_\_\_, a private limited company,  
having its office at \_\_\_\_\_,  
Dombivli (West), District Thane through its Director **Mr.**  
\_\_\_\_\_,Aged –\_\_Years, PAN CARD  
NO.\_\_\_\_\_hereinafter called and referred to as the  
**Promoters**(which expression shall unless it be repugnant to the  
context or meaning thereof mean and include the partners constituting  
the said firm, their heirs, legal representatives, executors and  
administrator) being the Party of the First Part.

## A N D

- 1) \_\_\_\_\_,Aged –\_\_ Years, occupation –  
\_\_\_\_\_Having Pan No.\_\_\_\_\_,
- 2) \_\_\_\_\_, Aged – \_\_years, occupation – \_\_\_\_\_,  
HavingPan No.\_\_\_\_\_, residing  
at\_\_\_\_\_  
\_\_\_\_\_referred to as “**The  
ALLOTTEE/ PURCHASER/S**”(which expression shall mean and  
includes his/her/their heirs, successors, executors, administrators,  
and assigns etc. executors, administrators and assigns) OF THE  
**OTHER PART.**

**WHEREAS** all those pieces and parcels of land lying, being and situate at village Dombivali, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivli Municipal Corporation are owned by the persons detailed as under:

Old S. NO	New S. No.	H. No.	Area Mts.	Name of owners
TOTAL				

**WHEREAS** the Promoters / Developers are seized, occupied and possessed of property being the piece or parcel of non-agricultural land bearing Old Survey No. \_\_\_\_, New Survey No. \_\_, Hissa no \_\_, admeasuring \_\_\_\_ Sq. mtrs. lying and situate at village - \_\_\_\_\_, Taluka - Kalyan, District - Thane, in the Sub - Registration District - Kalyan - III, and Registration District - Thane, and within the jurisdiction of Kalyan Dombivli Municipal Corporation by Development Agreement dated \_\_\_\_\_, duly registered with the office of Sub-Registrar, Kalyan -III under serial No. KLN3-\_\_\_\_\_ dated \_\_\_\_\_ and Power of Attorney dated \_\_\_\_\_ duly registered with the office of Sub - Registrar, Kalyan - III under serial No. KLN3-\_\_\_\_\_ dated \_\_\_\_\_ and Conveyance Deed dated \_\_\_\_\_ duly registered with the office of Sub - Registrar, Kalyan - III under serial No. KLN3-\_\_\_\_\_ dated \_\_\_\_\_ from Shri. \_\_\_\_\_.

**AND WHEREAS** all the above portions of land totally admeasuring about \_\_\_\_sq.meters and the Promoters have submitted the plans for sanction and approval by amalgamating the above pieces and parcels of land and accordingly the Kalyan Dombivli Municipal Corporation by & under the Building Commencement CertificateNo. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/20\_\_-\_\_\_\_/\_\_\_\_ dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**AND WHEREAS** the Promoter have also got the project land existing Non - Agriculture use as per the Property Cards of the said land issued by T.I.L.R, Kalyan, Dist. Thane.

**AND WHEREAS** in pursuance to the sanctioned and revised sanctioned plans, the Promoters are entitled to commence, carry out the construction

work of the above referred buildings on the project land more particularly described in the Schedule hereunder written.

**AND WHEREAS** the Promoters has further intended to get the said plans and specification revised, change of use, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time [ without disturbing the Apartment allotted to the Allottee/Purchaser] and further the Promoters have given the clear inspection of the plans and specifications to the Allottee/Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings along with modifications, revisions and expansions therein to be constructed on the said property and have clearly brought to the notice and knowledge of the Allottee/Purchaser herein that the following buildings will have additional floors by availing permitted increases in floor space index, transferable development rights and other sanctions and approvals from time to time floor space index and for the sake of brevity, good order and record the said buildings with further expansions and extensions are shown on the plan annexed hereto and clearly brought to the notice and knowledge of the Allottee/Purchaser herein.

**AND WHEREAS** the Promoters have further intended to get the said plans and specification revised, renewed and altered by amalgamating certain adjacent and abutting properties thereto from time to time, [with prior consent of Allottee/Purchaser.

**AND WHEREAS** the Promoters declare that the above referred agreement, permissions & sanctions are in force and subsisting till date.

**AND WHEREAS** the Promoters in terms of the above agreements, sanctions and approvals is entitled to develop the said property and carry out the construction of the proposed buildings in the scheme of construction in phase wise manner on the above said property by amalgamating the said property with adjacent pieces and parcels of land seeking, revisions, extensions, expansions, modification from time to time as per the provisions of law and to dispose of the residential Apartments / units constructed in the buildings on ownership basis and to enter into agreements with the Allottee/Purchaser and to receive the sale price in respect thereof and upon such disposal of the Apartments / shops / office / units to convey the said land together with the building constructed thereon in favour of the cooperative

housing society of all those several persons acquiring the respective Apartments / 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 of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation as well as the Promoters have intended 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 Allottee/Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension of the said property.

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

**AND WHEREAS** the promoters are entitled and enjoined upon to construct buildings on the project land in accordance in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Allottee/Purchaser herein for which the Allottee/Purchaser has granted his/her express and irrevocable consent and confirmation for the same.

**AND WHEREAS** the promoters have proposed to construct on the project land building comprising of consisting of ground floor commercial shops, and Seven upper floors known as PARVATI HEIGHTS (hereinafter called as the said building), being the First phase on the project land and reserve their right to construct proposed upper floors, being the Second phase on the said project land.

**AND WHEREAS** relying upon the above recitals and disclosures and the scope of further and future development being understood by the Allottee/Purchaser to which the Allottee/Purchaser has granted his/her consent, the

Allottee/Purchaser is offered a Apartment / shop/office/unit bearing No.\_\_\_\_\_ on \_\_\_\_\_floor, admeasuring \_\_\_\_\_ sq.mt.Carpet,exclusive of balconies and cupboard areas, in the scheme of construction known as **SHREE HEIGHTS**(herein after referred to as the said "APARTMENT"), being constructed on the said property described in the Second Schedule hereunder written.

**AND WHEREAS** the Allottee/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 expresslyand without disturbing the Apartment allotted to the Allottee/purchaser, has irrevocable declare that he 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 &irrevocable consent and confirmation for the same.

**AND WHEREAS** the Promoters have 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;

**AND WHEREAS** the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** the Promoters have registered the project under the provision of the Act with the Real Estate Regulatory Authority at Mumbai No.\_\_\_\_\_, authenticated copy is attached in annexure "F"

**AND WHEREAS** by virtue of the development agreement and power of attorney the promoters have sole and exclusive right to sell the Apartments in the said building to be constructed by the promoters on the said project land, and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof.

**AND WHEREAS** the Promoters shall/has follow the requisite procedure under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

**AND WHEREAS** on demand from the Allottee/Purchaser, the Promoters has given inspection to the Allottee/Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Shri.** \_\_\_\_\_ 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 Promoters/Developers have also appointed as Structural Engineers **M/s.** \_\_\_\_\_ for the preparation of the structural design and drawing of the building and the Promoters/Developers accepts the Professional Supervision of the said Architect and the Structural Engineer till the completion of the building.

**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 Apartment agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

**AND WHEREAS** the Promoters have 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 aforesaid fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Allottee/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 Promoters 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 Allottee/Purchaser has applied to the Promoters for allotment of Apartment /Shop / Office / Unit being No.\_\_\_\_on \_\_\_\_floor, being constructed on the said property described in the Schedule hereunder written being the said premises.

**AND WHEREAS** the carpet area of the said premises is \_\_\_\_\_square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/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 Allottee/Purchaser has paid to the Promoters a sum of Rs\_\_\_\_\_/– (Rupees. \_\_\_\_\_Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/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 Apartment with the Allottee/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 Allottee/Purchaser hereby agrees to purchase the said Apartment.

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

1. The Promoters shall construct the said building consisting of ground floor commercial shops, First floor to Seven upper floors known as \_\_\_\_\_ (hereinafter called as the said building), being the First phase on the project land presently as per the sanctioned plans and permissions on the said project land described in the Schedule hereunder written and 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 Allottee/Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 1 (a)(i) The Allottee/Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/Purchaser, the Apartment being Apartment/ shop / office / unit bearing No. \_\_\_\_\_ carpet area admeasuring \_\_\_\_\_ sq.mt. on \_\_\_\_\_ floor, in Building known as \_\_\_\_\_ (herein after referred to as the said "Apartment") being constructed on the said property described in the Second Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure "D" for the consideration of Rs. \_\_\_\_\_/-

(Rupees: \_\_\_\_\_ Only) including the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

- ii) The Allottee/purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/purchaser stilt No. NIL constructed in the layout for the consideration of Rs. **NIL**(Rupees. **NIL**Only).
- iii) The Allottee/purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/purchaser covered parking spaces bearing No. NIL situated at Nil Basement and/or stilt and /or NILpodium being constructed in the layout for the consideration of Rs. NIL (Rupees. NIL only).

1(b)Thus total aggregate consideration amount for the said Apartment/Shop /Office/basement including garages/coveredparking spaces is Rs. \_\_\_\_\_/- (Rupees . \_\_\_\_\_only).

1(c) The Purchaser/s hereby agree to pay to the Promoters/ Developers the total amount of purchase price of Rs.\_\_\_\_\_-/- (Rupees.\_\_\_\_\_Only)to be paid to the Promoters/ Developers in the following manner.

Sr. No.	Particulars	Amount in Percentage
1	At the time of booking of said Flat	10%
2	At the time of execution & registration of agreement	10%
3	After completion of Plinth	10%
4	After completion of the First, Second& ThirdSlab	15%
5	After completion of the Fourth, Fifth & Sixth Slab	15%
6.	After completion of the Seventh&Eight Slab	10%
7.	After completion of the walls, internal plaster, Flooring & Windows & fixing and plumbing work	5%
8.	After completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level	5%
9.	After completion of external plumbing & external plaster, elevation, terraces with waterproofing of the building	10%
10.	After completion Lifts, water pumps, electrical	5%

	fittings, electro, mechanical & environment requirements, entrance lobbies, plinth protection, paving of areas appertain.	
11.	At the time of handing over the possession of the Flat on or after receipt of building completion certificate.	5%
	Total	100%

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

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

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

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

Bank:\_\_\_\_\_ Bank.

- 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.12% GST 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 Apartment.
- 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 Allottee/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 Allottee/Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments @ 3% 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 an Allottee/Purchaser by the Promoters.

- 1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the Completion certificate/ 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 3 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 Allottee/Purchaser within (45) 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 Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoters shall demand additional amount from the Allottee/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 Allottee/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 Allottee/Purchaser undertakes not to object/demand/direct the Promoters 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 Apartment to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoters as well as the Allottee/Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/Purchaser and the common areas to the association of

the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee/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 \_\_\_\_\_square meters only including utilize Floor Space Index 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 Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment 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.
- 4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/Purchaser, the Promoters agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/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 Allottee/Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/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 Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/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 Allottee/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 Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/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 Allottee/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 Allottee/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 Apartment which may till then have been paid by the Allottee/Purchaser to the Promoters.

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 Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoters shall give possession of the said Apartment to the Allottee/Purchaser on or before 31<sup>st</sup> day of December 2020. If the Promoters fails or neglects to give possession of the Apartment to the Allottee/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 Allottee/Purchaser the amounts already received by him in respect of the Apartment 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 if time for giving delivery of said Apartment on the aforesaid date, if

the completion of building in which the Apartment is to be situated is delayed on account of

- i) Non-availability of steel, cement, Sand other building materials, or electric supply.;
- 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 Allottee/Purchaser as per the agreement shall offer in writing the possession of the said Apartment to the Allottee/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 said Apartment to the Allottee/Purchaser. The Promoters agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2** The Allottee/Purchaser shall take possession of the said Apartment within 15 days of the written notice from the Promoters to the Allottee/Purchaser intimating that the said Apartment/s are ready for use and occupancy:
- 7.3 Failure of Allottee/Purchaser to take Possession of Said Apartment** upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee/Purchaser shall take possession of the said Apartment 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 Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/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 Apartment to the Allottee/Purchaser, the Allottee/Purchaser brings to the

notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

8. The Allottee/Purchaser shall use the said Apartment 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 Allottee/Purchaser along with other Allottee/Purchaser(s) of Apartment 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 Allottee/Purchaser, so as to enable the Promoters to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/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 Cooperative 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 cooperative housing society or association or limited and till such time shall call upon the Allottee/Purchasers who have acquired the Apartments to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said Apartment is situated and shall render their sincere and utmost co-operation to such ad-hoc committee till the formation and registration of the society or association or limited company.
- 9.1 The Promoters after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the Allottee/Purchasers in the building/s shall form and

register the cooperation 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 Apartment 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 Federation/Apex body 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 Allottee/Purchaser herein that such formation of cooperative 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 in 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 Allottee/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 Apartments and units to any intending Allottee/Purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such Allottee/Purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Allottee/Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Allottee/Purchaser that the Allottee/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. The Promoters shall within three months of registration of the society or Association or limited Company, as aforesaid, cause to be transfer to the society or Association or limited Company, all the rights, title and the interest of the Vendor/lessor, Original owner/Promoters and/or the owners in the said structure of the building or wing in which the said Apartment is situated.
- 9.3. The Promoter shall, within three months of registration of the Federation/Apex Body of the Societies or limited company, as aforesaid, cause to be transfer to the Federation/Apex Body all the rights, title and the interest of the Vendor/lessor, Original owner/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.4. Within 15 days after notice in writing is given by the Promoters to the Allottee/Purchaser that the Apartment is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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 Allottee/Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoters provisional monthly contribution of Rs.3.00 per sq.ft per month towards the outgoings. The amounts so paid by the Allottee/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 Promoters to the Society or the Limited Company, as the case may be.
10. The Allottee/Purchaser shall on or before delivery of possession of the said Apartment keep deposited with the Promoters, the following amounts:-

- (i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
  - (ii) Rs. 3000/- for formation and registration of the Society or Limited Company/Federation/ Apex body
  - (iii) Rs. NIL for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
  - (iv) Rs.3/- per sq.ft per month for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
  - (v) Rs. 5000/- For Deposit towards Water, Electric, and other utility and services connection charges.
  - (vi) Rs. NIL for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee/Purchaser shall pay to the Promoters a sum of Rs. 15,000/-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.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoters, the Allottee/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 Allottee/Purchaser shall pay to the Promoters, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**–The Promoters hereby represents and warrants to the Allottee/Purchaser as follows:

- i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The 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 tenant litigations pending before Court of law with respect to the project land.
- 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 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoters 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 Allottee/Purchaser created herein, may prejudicially be affected;
- vii. The Promoters 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 Apartment which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/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 Allottee/Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area as of the Structure to the Association of the Allottee/Purchasers;
  - x. The Promoters 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;
  - 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.
14. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows:–
- i. To maintain the said Apartment the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the said Apartment 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 Apartment 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, lift/s, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the Apartment on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment 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 Apartment 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 Apartment by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Allottee/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 Apartment until all the dues payable by the Allottee/Purchaser to the Promoters under this Agreement are fully paid up and necessary intimation is provided to the Promoters and no objection therefor is sought by the Allottee/Purchaser from the Promoters for such transfer and assignment.
- x. The Allottee/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 Apartment 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 Allottee/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 Apartment 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 Apartment is situated is executed in favour of Society/Limited Society, the Allottee/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. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex body or Federation the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.
15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/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.
16. Nothing contained in this agreement if intended to be nor shall be construed as a grant demise or assignment in law of the said Apartment or of the said plot and building or any part thereof, the Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces, will remain the property of the promoters until said structure of the building is transfer to the society/ limited company or other body and until the project land is transfer to the Apex body/Federation as hereinbefore maintained.
17. **The Promoters shall not mortgage or create charge:** – after the promoters execute 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 affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
18. The Promoters shall be entitled to sell the Apartment 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 Allottee/Purchaser herein along with the other

Allottee/Purchasers shall not raise any objection for such non-residential use of the Apartment sold by the Promoters to the intending Allottee/Purchasers.

19. The Allottee/Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the Apartment in the said buildings and accordingly the Allottee/Purchasers of the Apartment in the said buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
20. THE Allottee/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 Apartment allotted to the Allottee/Purchaser.
21. 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 cooperative housing society of all the Apartments Allottee/Purchasers in the said buildings and the Allottee/Purchaser herein shall not, in any manner object the said right of the Promoters. It is further agreed that in such event (Allottee/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 Allottee/Purchaser herein shall not object the said right of the Promoters in any manner.
22. The Allottee/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 Allottee/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 Promoters right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said 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.

23. The Promoters have brought to the clear notice and knowledge of the Allottee/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 Allottee/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 Allottee/Purchaser is aware of the same and the Allottee/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 Allottee/Purchaser under this agreement. The Allottee/Purchaser further confirm and undertake that he 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 Allottee/Purchaser/s under this agreement.
24. 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 is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the project land as the case may be and the Allottee/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 be derived

by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Allottee/Purchaser shall not be entitled to any abatement in the price of the said Apartment or 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 Allottee/Purchaser shall not raise any objection thereto.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building 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.
26. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Allottee/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 Allottee/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 Apartments, if any.

- d) To decide from time to time to what extent the building/s along with land appurtenant to it's 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 cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to an apex body.
  - h) To execute the conveyance of the said property in parts, taking into consideration the divisions 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 Allottee/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
27. The Promoters have shown the layout of the entire property to the Allottee/Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Allottee/Purchaser covenant with the Promoters as under :-
- i) That as per the sanctioned plans and permissions, the open spaces is 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) The Promoters shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Federal society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Federal society and no separate conveyance will be executed in favour of any society.
- ix) It is clearly brought to the notice of the Allottee/Purchaser herein and the Allottee/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 setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Allottee/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.,
- x) The Promoters has also brought to the knowledge of the Allottee/Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the first schedule and accordingly the Promoters and the Allottee/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 first schedule along with the other Allottee/Purchasers of the building in the said scheme of construction and accordingly the Allottee/Purchaser shall

cooperate 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 Promoters have clearly brought to the notice and knowledge of the Allottee/Purchaser and clearly shown and disclosed to the Allottee/Purchaser that Presently the Promoters are carrying out the construction work, on the said Project land being First Phase, in accordance with the Sanction plan bearing No. KDMC/NRV/BP/DOM/2016-17/52 dated 17/01/2017.

- (i) 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 of 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 of floor space index from time to time as per the Development Control Rules of the Kalyan Dombivli Municipal Corporation and to use, utilize on the said property and have the consumption and exploitation of the maximum potential the floor space index on all grounds as permissible under law.
- (iii) that they have prior to the Allottee/Purchaser acquiring the Apartment /unit in the scheme of construction, clearly disclosed to the Allottee/Purchaser the nature and scope of construction, the land affected by roads and reservations, the floor space index already used 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 Rules on the said property and its utilization and consumption by the Promoters on the said property and every part 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 Allottee/Purchaser and the Allottee/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 modifications in the building plans and permissions as recited hereinabove and availing and acquiring maximum potentiality 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 Allottee/Purchaser has agreed to enter into this agreement.

- (iv) They have also brought to the knowledge of the Allottee/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 the Allottee/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 Allottee/Purchasers of the building in the said scheme of construction and accordingly the Allottee/Purchaser shall cooperate 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. And the Allottee/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

- 28. The Promoters have clearly brought to the knowledge and notice of the Allottee/Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoters is entitled to commence, carry out the construction work of Buildings as presently sanctioned under the building permission granted by the Kalyan Dombivli Municipal Corporation on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the Allottee/Purchaser herein that the other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending Allottee/Purchasers of the buildings to be constructed on the

properties described hereinabove as well as other amalgamated properties and the Allottee/Purchaser herein along with the other Allottee/Purchasers will not raise any objection/hindrance and/or obstruction for such use of the above facilities by the other intending Allottee/Purchasers and the Allottee/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 and also the Promoters has clearly brought to the knowledge of the Allottee/Purchaser that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Corporation from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Allottee/Purchasers herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Council by way of further amalgamation, expansion thereto and the Allottee/Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the Promoters. It is further brought to the notice of the Allottee/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 Allottee/Purchasers of adjacent properties to avail, use, utilise and enjoy the said other recreation facilities of the said "\_\_\_\_\_ " and the Allottee/Purchaser herein along with the other Allottee/Purchasers will not raise any objection for the same. The Allottee/Purchaser herein agree and assure to pay the corpus fund in advance as and when demanded

by the Promoters irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

29. The Promoters have also shown to the Allottee/Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., as well as the potentiality of floor space index to be used on the remaining tend and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or 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 Allottee/Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.
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 the planning authority and in such event form and get registered cooperative housing society of all the Apartments / shops Allottee/Purchasers in the said buildings and the Allottee/Purchaser herein shall not, in any manner object the said right of the Promoters. It is further agreed that in such event (Allottee/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 Allottee/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 Allottee/Purchaser herein that he or his nominees has intended to acquire the development rights of the adjacent land and other abutting and appurtenant lands 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 complex known as "\_\_\_\_\_ "will be shared, utilized, used and enjoyed by the Apartment Allottee/Purchasers of the adjacent buildings and the Allottee/Purchasers herein is fully aware of the same

and the Allottee/Purchaser herein along with the other Allottee/Purchasers will not raise any objections, hindrances and/or obstructions for such use of the common benefits, amenities and infrastructural facilities of the said \_\_\_\_\_ by the Apartment/unit Allottee/Purchasers of the buildings constructed on the adjacent land and the same shall form an integral part of the complex known as "\_\_\_\_\_". It is further brought to the notice of the Allottee/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 Allottee/Purchasers of adjacent properties to avail, use, utilise and enjoy the other recreation facilities of the said "\_\_\_\_\_". and the Allottee/Purchaser herein along with the other Allottee/Purchasers will not raise any objection for the same and the Allottee/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 the ground the Allottee/Purchaser herein along with the other Allottee/Purchasers shall not object for payment of any charges, funds and deposits as applicable thereto and as agreed herein and further the Allottee/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. BINDING EFFECT:-**

Forwarding this Agreement to the Allottee/Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/Purchaser until, firstly, the Allottee/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 Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee/Purchaser (s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its

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

**33. 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 as the case may be.

**34. RIGHT TO AMEND:–**

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

**35. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER / SUBSEQUENT ALLOTTEE/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 Allottee/Purchasers of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

**36. 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.

37. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**—Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartment in the Project.
38. **FURTHER ASSURANCES:**—The Parties herein agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
39. **PLACE OF EXECUTION:**—The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser and the Promoters or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.
40. The Allottee/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.
41. That all notices to be served on the Allottee/Purchaser and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above.

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

42. **JOINT ALLOTTEE/PURCHASERS:**—That in case there are Joint Allottee/Purchasers all communications shall be sent by the Promoters to the Allottee/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 Allottee/Purchasers.
43. **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 Allottee/Purchaser alone.
44. **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.
45. **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 Courts will have the jurisdiction for this Agreement
46. This agreement shall, to the extent they are statutory, 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.
47. 12% GST applicable by the government will be borne by the Allottee/Purchasers himself.
48. All the rights regarding installation /leasing of mobile cellular antennas and other accessories on terrace and on the open space premisesof the building to collect the lease rent will be retain by the Promoters himself.

**FIRST SCHEDULE**  
**Description of the property**

All those pieces and parcels of land lying, being and situate at village  
DOMBIVALI, Taluka Kalyan, District Thane, within the limits of the Kalyan  
Dombivli Municipal Corporation bearing:

Old S. No.	New S. No.	H. No.	Area Sq.Mts.	Name of owners
---	--	--	-----'	
TOTAL			-----'	

Deducting there from an area admeasuring \_\_\_\_' sq. meters is affected  
by road widening.

**THE SECOND SCHEDULE OF THE PROPERTY:**

Apartment No.\_\_\_\_, on\_\_\_\_floor, Apartment area admeasuring \_\_\_\_\_ sq.mt.  
in \_\_\_\_\_ inclusive of balconies, together with the  
right to use, occupy and possess the area of flower beds, cupboards, dry  
balconies if any, along with open terrace situate at village \_\_\_\_\_, Taluka  
Kalyan, District Thane bearing Old Survey No \_\_\_\_, New Survey No \_\_,  
Hissa no \_ and as shown on the floor plan thereof hereto annexed.

On or towards East               :  
On or towards West               :  
On or towards North               :  
On or towards South               :

- ANNEXURE – A : Copy of Title Report
- ANNEXURE – B : Copy of Property Card or extract Village Forms VI orVII and XII
- ANNEXURE –C-1: Copies of plans & Layout as approved by concerned Local Authority
- ANNEXURE – C-2 : Copies of the plans of the Layout as Proposed by the Promoters and according to which the construction of the building 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 Apartment agreed to be purchased by the Allottee/Purchaser as approved by the concerned local authority
- 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.

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

SIGNED & DELIVERED  
By the within named Promoters  
M/s. \_\_\_\_\_  
Through its Director  
Mr. \_\_\_\_\_.

}

SIGNED & DELIVERED  
By the within named Purchaser  
  
1.  
  
  
2.

}

WITNESS:

1.

2.

**ANNEXURE – E**  
**LIST OF AMENITIES**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Nature of Amenity</b>
<b>1.</b>	<b>STRUCTURE</b>	
<b>2.</b>	<b>FLOORING</b>	
<b>3.</b>	<b>KITCHEN PLATFORM</b>	
<b>4.</b>	<b>TOILET TILES</b>	
<b>5.</b>	<b>KITCHEN TILES</b>	
<b>6.</b>	<b>PLUMBING</b>	
<b>7.</b>	<b>ELECTRIC WIRING</b>	
<b>8.</b>	<b>WATER TANKS</b>	
<b>9.</b>	<b>MAIN DOORS</b>	
<b>10.</b>	<b>WINDOWS</b>	
<b>11.</b>	<b>COLOUR PAINTS</b>	
<b>12</b>	<b>WATER</b>	
<b>13.</b>	<b>LIFT</b>	

RECEIPT

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

Date	Cheque No.	Amount	Bank

From the Allottee/Purchaser herein as and by way of advance / part consideration.

We say received.

(PROMOTERS)