

## **AGREEMENT TO SALE**

THIS AGREEMENT TO SALE is made and entered into at Dombivli on this day of **January, 2021**.

### **BETWEEN**

**M/s. SWASTIK DEVELOPERS** through its Proprietor **MR. ASHOK SURYANARAYAN SINGH, Aged 42 years**, Pan No. CMJPS2524Q, having address at \_\_\_\_\_ hereinafter referred to as **“THE LANDLORD/ BUILDERS / DEVELOPERS”** (which expression shall mean and include all its partners, his heirs, executors, Administrators and assigns unless repugnant & Contrary to the context in which used) of the **ONE PART**.

### **AND**

**MR.** \_\_\_\_\_, Aged \_\_\_\_ years, Pan No. \_\_\_\_\_, residing at \_\_\_\_\_ hereinafter referred to as **“THE PURCHASER / S”** (which expression shall mean and include all his/ her/ their heirs, attorneys, executors and unless repugnant and contrary to the context in which used) of the **SECOND PART**.

**WHEREAS** the developer is owned, seized, possessed off otherwise well and sufficiently entitle to and having rights, title and interest in NA plot of land, bearing Survey No. 364, admeasuring 488.72 Sq. Meters area lying being situated at Mouje – Thakurli, Dombivli (West), Taluka Kalyan, Dist. Thane 421 202 (More particularly described in the schedule hereunder) hereafter called and referred as “the said property”.

**AND WHEREAS** the landlord himself is a developer and under the power and authorities vested in the builder/developers in a capacity of owner, the builder/developer herein is in title to develop the said property by constructing thereon buildings of dwelling units, garage, commercial unit/galas and other units and selling the said flats / shops / garage / premises / galas on the ownership basis appropriate the sale proceeds thereof.

AND WHEREAS by an order dated **20/12/2008** vide permission no. **NAP / SR / 332/2008**, the said property has been permitted to be converted to Non Agricultural use a copy of which is attached hereto and accordingly the Builders/ developers after having complied with all the legal requirements have proposed to construct on the said property a building as shown in the sanctioned plans (hereinafter referred to as the said building). The Builders/ Developers intend to develop the said property by constructing one building as may be permitted by the Kalyan Dombivli Municipal Corporation and have in this regard prepared and submitted building plans to Kalyan Dombivli Municipal Corporation which have been sanctioned under Construction Commencement Certificate permission no. **KDMC / NRV / BP / DOM / 2019 / 20 / 160** dated **20/12/2019** and **Revised Period Order No. KDMC / NRV / BP / DOM / 2019 / 20 / 160 / 203** dated **25/11/2020**. A copy of which is annexed hereto.

AND WHEREAS under these circumstances the Builders/ Developers have commenced the development of the said property by constructing said building as per plan duly approved and sanctioned by the Corporation.

AND WHEREAS the Builders/ Developers have entered into a standard agreement with the Architects **DESIGN AND MARK ASSOCIATES** registered with the council of Architects and such Agreement is as per the agreement prescribed by the council of Architects. The Builders/ Developers have further appointed structural Engineers for the preparation of the structural designs and drawings of the Building and the Builders/ Developers accept the professional supervision of the Architects and structural Engineers till the completion of the Building.

AND WHEREAS prior to the execution of this Agreement the Purchaser/s has/ have demanded from the Builders/ Developers and the Builders/ Developers have given inspection to the Purchaser/s of all the documents of title relating to the said land, N.A. orders, the plans, structural designs, drawings and specification prepared by the Architects & Engineers of the Builders/ Developers and such other documents, deeds and papers as are specified and required under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management, and Transfer) Act of 1963 herein after referred to as the Act and its rule A of the Maharashtra Ownership Flat Rules 1964 (herein after referred to as the said Rules).

AND WHEREAS the copy of Title certificates of title issued by the Advocate **MR. RAJESH D. RANE** and the copies of 7/12 extracts showing the nature of the title of the owners to the said property on which the building is to be Constructed as per the sanctioned plan and specification of the Flat agreed to be purchased by the Flat to be purchased by the Flat Purchaser/s herein are attached hereto.

AND WHEREAS the Builders/ Developers alone have the sole and exclusive rights to sell the Flats in the said building to be constructed by the Builders/ Developers on the said property and to enter into agreements with the Purchaser/s of the Flat and to receive the sale price / consideration in respect there of in their own name.

The Purchaser/ herein has/ have applied to the Builders/ Developers for the allotment of a **Flat bearing No. \_\_\_\_\_, “D” Wing** on the \_\_\_\_\_ **floor** of the building **“SWASTIK HEIGHTS”** under construction on the said property. (The Flat applied for hereinafter referred to as ‘said Flat’s).

Prior to the execution of these presents the Purchaser/s has/ have paid to the Builders/Developers a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being **Part Payment** of the Total Sale Price of the Premises agreed to be sold by the Builders/ Developers to the Purchaser/s as advance payment. (The payment and receipt where of the Builders/ Developers doth hereby admit and acknowledge).

Under section 4 of the MOFA the Builders/ Developers are required to execute a written agreement for the sale of the said Premises to the Purchaser/s which being in fact these presents and the same is required and necessary to register these presents under the Registration Act.

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

1. The Builders/ Developers shall construct the said Building known as **“SWASTIK HEIGHTS”** consisting of Flats on the said Property in accordance with the plan, designs, drawings and specification approved by the Corporation or any other local authority which have been seen, verified, approved and accepted by the Purchaser/s .

2. The Builders/ Developers shall be entitled to make such changes, additions, alterations, variations and modifications therein including the said layout as may be desired by the Builders/ Developers and/or required by the said Corporation and/or any Other Authority concerned in accordance with the provision of Section 7 of the said Act and the Purchaser/s hereby gives irrevocable consent to the same.
3. The Purchaser/s hereby expressly consent to the Builders/ Developers constructing any additional upper floors to the proposed building or extend the proposed building by horizontal extensions, basement, stilt if any as if this said variations and modification has been incorporated in the already sanctioned plan and agrees not to object or raise any dispute or contentions whatsoever in future to the construction of additional floors and shall not be entitled to ask for any reduction in the consideration agreed to be paid by the Purchaser/s or claim any compensation or damages on any count whatsoever.
4. The Purchaser/s is/are aware that the Builders/ Developers at present are constructing the said building and the Builders/ Developers may at their sole discretion get sanctioned additional FSI in the form of floating FSI popularly known as TDR and develop any further lands which may be contiguous or fall in the common lay out of the area and utilize the same for residential / Residential purpose as may be permissible under the rules of the corporation or the concerned local authority to which the Purchaser/s unconditionally and irrevocably gives his/her/their consent herein as regards access to these sites both during the period of development of such areas and also thereafter at all times.
5. The Purchaser/s has / have prior to execution of these presents inspected the site and satisfied himself / herself/ themselves about the commencement of the construction and has also further verified and satisfied himself/ herself/ themselves about the title of the Builders/ Developers to the said property and shall not be entitled to further investigate the title of the owners and Builders/ Developers and no further requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s.

6. The Purchaser/s hereby agrees to purchase from the Builders/ Developers and the Builders/ Developers hereby agree to sell to the Purchaser/s the **Flat bearing no. \_\_\_\_\_, “D” Wing** admeasuring \_\_\_\_\_ **Sq. ft.** Built-up area on the \_\_\_\_\_ **Floor** of the “**SWASTIK HEIGHTS**” building for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**. The Purchaser/s has / have paid to the Builders/ Developers on or before the execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees One Lakh Only)** as mentioned in above and agrees to pay the balance of the purchase price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** shall be paid periodically within 180 days after the execution of this Agreement.
7. The Purchaser/s hereby states that if the remaining amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** is not paid within 180 days, periodically from the registration of this Agreement to the Seller, then this Agreement shall be treated as Cancelled. Thereafter both the Parties to the agreement shall remain present at the time of Cancellation Deed of this Agreement before Sub-Registrar Office.
8. The Purchaser/s agrees to pay to the Builders/ Developers irrespective of what is contained in any other clause of this agreement, interest @ 24% p.a. on all the amount which become due and payable by the Purchaser/s to the Builders/ Developers under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Builders/ Developer still the date of the actual payment.
9. On the Purchaser/s committing default in payment on the Due date of any amount due and payable by the Purchaser/s to the Builders/ Developers under this agreement including his/ her/ their proportionate share of Service taxes / VAT / GST / cess / charges levies etc. levied by the concerned local authority / govt. / semi govt. authority and other outgoing such as deposits, charges etc., and interest there on and / or the Purchaser/s committing of any default or breach of any of the terms and condition herein contained the Builders/ Developers shall be entitled to at their own option to terminate this agreement in which event the amount already paid till date shall become refundable to the

Purchaser/s without interest thereon. However, it shall be duty of the Purchaser/s to remain present at the time of Cancellation Deed of this Agreement before Sub-Registrar Office.

Provided however that this power of termination shall not be invoked or exercised by the Builders/ Developers unless and until they have given to the Purchaser/s a clear **15 (Fifteen)** days prior notice in writing of their intention to terminate this agreement mentioning clearly the alleged breach or breaches of the terms & conditions in respect of which it is intended to terminate the agreement and shall grant an opportunity to the Purchaser/s to rectify or remedy the said breach or breaches as the case may be.

Upon and only if the Purchaser/s fails or neglects to rectify or remedy the price and terms as the Builders/ Developers may in their discretion think fit. On termination and refund of the amount paid till then by the Purchaser/s, the Purchaser/s shall not have any further claims on the Builders/ Developers in the form of interest, damages, appreciation profits or any other demands of whatsoever nature.

10. The Builders/ Developers hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the said Corporation or such other authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Premises to the Purchaser/s, obtain from the said Corporation or concerned Authority Occupation and/or completion Certificate in respect of the said Premises and or the said building.
11. The Builders/ Developers hereby declare that the floor space index available in respect of the said property is as shown in the approved plan only and that no part of the F.S.I. has been utilized by the Builders/ Developers elsewhere for any purpose whatsoever. In case while developing the said property the Builders/ Developers have utilized FSI in respect of any other property by way of floating FSI and/or what is popularly known as TDR then the residual F.A.R. (F.S.I.) in such land or the layout or property not consumed will be available to the Builders/ Developers till the conveyance of the land in favour of the society to be formed by all the Purchaser/s.

- 12.** The Builders/ Developers have clearly explained and the Purchaser/s has/ have understood and agrees that irrespective of the constructed area of the total buildings, the land area that will be finally conveyed to the Co. Op. Society of all the Purchaser/s in the said building/s will be as in the approved plan and the difference between the land area and constructed area is due to the consumption of T.D.R. which is allowed to be consumed and constructed on the available land area. Accordingly the Purchaser/s undertakes individually as well as jointly with all the other Purchaser/s to abide by this covenant and further undertakes not to raise any dispute or claim in this regard with the Builders/ Developers or the Land Owners at any future time and agrees to incorporate such similar covenant to this effect in the bye-laws of the society as and when formed.
- 13.** The Purchaser/s hereby agrees and undertakes, along with other Purchaser/s in the said building to become a member of the co-operative society to be formed and for this purpose from time to time, sign execute the application for registration and membership and all the necessary papers and documents required for the purpose of formation and/or registration of the said Co-op. Housing society and for becoming a member thereof under the bye-laws of the proposed society and duly fill-in sign and return to the Builders/ Developers within 7 days of the same being forwarded by the Builders/ Developers to the Purchaser/s so as to enable the Builders/ Developers to register the Co-operative Society of the Purchaser/s in the said building under section (10) of the said Act and the said Rules and shall become & continue to be a member of the said society. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft, bye-laws of the Society as may be required by the registrar of Co-operative Societies.
- 14.** On receipt of Occupation and Building Completion Certificate for the building constructed on the said property and after the formation of and registration of the said Co-Op. Society of all the Purchaser/s s and after the Builders/ Developers have received the entire consideration amount together with all the deposits, charges and other amounts as per the agreements entered into with each of the Purchaser/s, the Builders/ Developers shall arrange for the execution of the Conveyance in respect of the said property together with the

buildings in favour of the said Co-op Society of the Purchaser/s within stipulated period.

- 15.** It is agreed that the Builders/ Developers would be entitled to utilize the entire Floor Space Index and Transfer of Development Rights available in respect of the said property, by making additions, alterations or putting up any additional structures as may be approved by the corporation or the Government of Maharashtra prior to and even after registration of the Co-op. Society of Purchaser/s if Premises in the said building/s and such additions, structures, floors, extensions and/or separate building shall be the property of the Builders/ Developers and they alone shall be entitled to dispose of, deals with and/or use the same in any manner as they may deem fit. It is however agreed by the Builders/ Developers that they will not construct such additional structures or extensions so as to adversely affect the Flat of the Purchaser/s. The Purchaser/s hereby gives his/ her/ their irrevocable consent to such construction or additions.
- 16.** In the event of any portion of the said property is acquired or notified for set back either by Government or Corporation prior to transfer and conveyance of the said property to Co-op. society's of the Purchaser/s, the Builders/ Developers alone shall be entitled to receive all the benefits in respect of the said property including the Floor Space Index in respect of any adjoining or neighbouring property and also Transfer of Development Rights that can be used on any other properties. Such benefits will be sole property of the Builders/ Developers who alone are entitled to dispose off the same and the Purchaser/s hereby irrevocably consents to the same.
- 17.** The Builders/ Developers hereby agree that before handing over possession of the Premises to the Purchaser/s and/or before execution of Deed of Conveyance or any other Document of Transfer of the said property and/or of the said building in favour of the Co-op. Society of Purchaser/s, the Builders/ Developers shall make full and true disclosure about the nature of their title to the said property as well as encumbrances, if any, including any rights, interest or claim of any party in or over the said property and shall ensure that the said property is free from all encumbrances and that the Builders/ Developers have

absolute clear and marketable title to the said property so as to enable them to convey the same to the Co. op. Society of the Purchaser/s.

18. The fixtures, fittings and amenities to be provided by the Builders/ Developers in the said building and the Premises are those that are set out and more particularly described hereto. The Purchaser/s undertakes that they shall fix the grill to their respective premises of the choice of the Builder / Promoter so as to maintain similarity / uniformity in the building.
19. It is agreed that the Builders/ Developers shall give possession of the above said Premises to the Purchaser/s on or before \_\_\_\_\_ provided the Purchaser/s has/have paid to the Builders/ Developers the entire agreed amount of consideration and has made all the payments of dues and deposits and has performed his/her part of the present Agreement and nothing further remains to be done on his/her part if the Builders/ Developers fail or neglect to give possession of the Premises by the date specified or on any further date or dates agreed to by the parties, the Builders/ Developers shall be liable on demand but without prejudice to any other remedies to which they may be entitled to refund to the Purchaser/s the amounts already received by Builders/ Developers in respect of the said Premises with simple interest at a rate of 9% per annum thereon from the date on which the Builders/ Developers received the sums till the date the amount and interest thereof is refunded and the amount so payable shall be a charge on the land in which the Premises is or was to be constructed to the extent of the amount so due, but subject to any other prior encumbrances. It is agreed that if for want of cement and or any other building material or for any other reason or reasons which are beyond the control of the Builders/ Developers and in the event of handing over the possession of the said Premises is delayed for these reasons then the Purchaser/s shall not be entitled to hold the Builders/ Developers responsible and the Builders/ Developers shall be entitled to and the Purchaser/s shall allow reasonable extension of time for giving delivery of Premises, to the Purchaser/s.

20. The Purchaser/s shall take the possession of the said Premises within **10** days of the Builders/ Developers giving intimation to the Purchaser/s informing that the said Premises is ready for use and occupation, after full and final payment.
21. The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for the purpose it purchased. The Purchaser/s shall use the parking space if allotted to him/her only for purpose of keeping or parking the Purchaser/s' own vehicle. The other Purchaser/s shall not have any right, title and interest in the said parking space.
22. Besides the amounts of instalments of the agreed consideration as stipulated in schedule of payment in this Agreement, the Purchaser/s shall pay on or before delivery of possession of the said Premises deposit with the Builders/ Developers **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (includes Society Formation, Electricity Meter deposit / installation, water connection etc.) and Rs. \_\_\_\_\_/- for Battery Backup in case of electricity failure.
23. Commencing a week after notice in writing is given by the Builders/ Developers 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 of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges and other charges for 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 land and building. Until the society is formed and the said land and building is transferred to it,. The Purchaser/s shall pay to the Builders/ Developers such proportionate shares of outgoings as may be determined by the Promoters. The Purchaser/s shall pay to the Builders/ Developers such proportionate shares of outgoings as may be determined by the Promoters. The Purchaser/s further agrees that till the Purchaser/s 's share is so determined the Purchaser/s shall pay the provisional monthly contribution of Rs. \_\_\_\_\_/- for 1BHK and Rs. \_\_\_\_\_ for 2 BHK and Rs. \_\_\_\_\_/- for Residential Premises towards outgoings from the date of possession as aforesaid. The amount paid by the

Purchaser/s to the Builders/ developers/ Builders until formation and registration of society. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

- 24.** The Purchaser/s shall on or before delivery of possession of the said Flats / Residential Premises (a) deposit with the Builders/ Developers an amount Rs. \_\_\_\_\_/- for share money, application and entrance fees of the society. (b) pay his/her/their proportionate shares towards the installation of electric meter, electric meter deposit, electric cable, electric transformer etc. as may be required by the M.S.E.D. Co. Ltd/ Maha Vitaran . authorities (C) pay his / her proportionate share for the development charges, open land tax, which are / shall be levied by the Kalyan Dombivli Municipal Corporation and the Purchaser/s herein further agrees and assures to pay his/her proportionate share for the expenses and / or charges which may be levied by any Competent Authority at any time hereinafter.
- 25.** At the time of Registration of conveyance as the case may be the Purchaser/s shall pay to the Builders/ Developers the Purchaser/s' share of Stamp Duty and Registration Charges payable, if any, by the said society on the conveyance in favour of the society.
- 26.** The Purchaser/s doth hereby covenant with the Builders/ Developers as follows:-
- a) The Purchaser/s shall from the date of possession maintain the said Premises at his/her own costs in a good and tenantable repair and conditions and shall not do or suffer to be done anything in or to the said building or the said Premises, staircase or passages which may be against the rules, regulations or bye-laws of any concerned local authority or Government. Nor shall the Purchaser/s change alter or make additions in or to the said Flat / shop or to the Building or any part thereof. The Purchaser/s shall be responsible for any breach of these provisions.

- b) The Purchaser/s shall not store in the Premises any goods, which are hazardous, combustible or dangerous in nature or / are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local authority or other authority and shall not carry on cause to be carried heavy packages on upper floors which may or likely to affect or weaken the structure of the buildings in which the Flat is situated, including entrance of the building in which the Premises are situated or to the Premises itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breaches.
- c) The Purchaser/s hereby undertakes that he/she shall not raise or keep any pets, animals or birds either in his / her/ their house or in the complex premises.
- d) The Purchaser/s shall at his / her/ their own costs, carry out all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by Builders/ Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or to the Flat which may be against the rules, regulations and bye-laws of the Concerned Local Authority or other public authority. And in that event the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- e) The Purchaser/s further covenants with the Builders/ Developers that he/she/ they shall not demolish or cause to be demolished the Premises or any part thereof of the building in which the said Premises are situated not will he/she at any time make or cause to be made any new construction of whatsoever nature in the said building nor will he / she / they make any additions or alteration of whatsoever nature in or to the said Flat or any part thereof without the previous consent and/or permission in writing of the Builders/ Developers or the said co-operative society when it comes to be formed. The Purchaser/s shall not permit the closing of common passage or balconies or make any alteration in the elevation and outside colour scheme of the said Premises without the previous permission in writing of the Builders/ Developers or the

co-op society when it comes to be formed. If the building or any part thereof gets demolished and/or damaged on account of any act of God such as earthquake, flood or any other natural calamity, act of enemy war or other causes beyond the control of the Builders/ Developers such losses incurred to the structure/building will be fully sustained by the Purchaser/s along with the other Purchaser/s and the Builders/ Developers shall not be responsible for such losses and shall not be liable to the Purchaser/s for the same.

- f) The Purchaser/s hereby covenants to keep walls and partition walls, sewage, drains, pipe and other appurtenances of the said building and the Premises in good and tenantable repairs and condition. The Purchaser/s further covenants not to chisel, other manner damage the columns, the beams, the slabs the pargies or the walls and the rest of structure of the buildings and any act or commission in breach of the conditions contained in this clause shall have the effect of putting an end to this Agreement and the Purchaser/s shall be liable to the Builders/ Developers or Co. op Housing Society as the case may be, for damages and if the amount deposited by the Purchaser/s are found to be inadequate to make good the damages the Builders/ Developers shall be entitled to recover their money from the Purchaser/s to compensate for the damages so caused to the Promoters. The decision of the Builders/ Developers in that behalf shall be final and the Purchaser/s shall not dispute the decision of the Builders/ Developers in that regard.
- g) The Purchaser/s agrees that he / she / they shall use the said Premises carefully and as a person of ordinary prudence would use the same and shall not use or permit others to use the said Flat for a purpose other than that for which it is agreed to be sold or nor a purpose which would be immoral, hazardous, dangerous to life and for a purpose which is prohibited by law.
- h) The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- i) The Purchaser/s shall at no time demand partition of his/her/their interest in the said land and the buildings or in any part thereof and it is hereby agreed that the Purchaser/s interest in the said land and buildings is impartible and the Builders/ Developers shall not be liable to execute any assignment or any other document in respect of the said Premises in favour of any person other than the Purchaser/s.
- j) The Purchaser/s shall not let, sub-let sell, transfer, convey, mortgage charge or in any way encumber or deal with or dispose of his/her Premises, nor will he/she underlet or part with his/her interest in the Premises or the benefit of this Agreement or any part thereof till his/her dues of whatsoever nature owing to the Builders/ Developers are fully paid and provided and the Purchaser/s has/have complied with all the terms and conditions of this Agreement and has obtained prior consent/permission in writing from the Builders/ Developers in this regard.
- k) Till the conveyance of the said building in which the said Premises are situated is executed, the Purchaser/s shall permit the Builders/ Developers and/or their servants or agents with or without workmen and other at all reasonable time to enter into or upon the said land or building or any part thereof.
- l) The Purchaser/s shall observe and perform all rules and regulations which the society or any incorporated body as the case may be adopt at its inception and from time to time and at all times for protection and maintenance of the said building and the Premises therein. The Purchaser/s shall contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- m) The Purchaser/s shall pay to the Builders/ Developers within 7 days of demand by the Builders/ Developers his/her/their share of security deposit, and charge demanded by concerned Local Authority or Govt. for giving water, electricity or any other service connection to the building in which the Premises is situated.

- n) The Purchaser/s shall aware and accept that the Registration of the Co-op. Housing Society shall be formed and registered after complete construction of the building and after sale of all the Premises / Units of the said building.
- o) The Purchaser/s shall bear and pay any increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and / or Government and / or other public authority on account of change of user of the Premises by the Purchaser/s viz. for any purpose other than for residential / Residential purpose if not permitted.
- p) It is expressly agreed that the expenses for the formation and registration of Co-operative Housing Society Ltd. such as Registration Fees, entrance fees, shares money and all other necessary incidental and sundry expenses hereto and expenses required for transferring the various Premises in the name of the individual Purchaser/s shall be borne by each of the Purchaser/s proportionately.
- q) ALL costs, charges, stamp duty, registration charges and expenses in connection with the preparation and execution of the conveyance deed in respect of the said building in favour of the said society shall be borne, shared and paid by the Purchaser/s and all other Purchaser/s based on the respective floor areas or their respective Flats and / or by such Co-operative Housing Society.
- r) In the event of the Co-Operative Society Ltd. being formed and registered before the sale and disposal by the Builders/ Developers of all the Premises in the said building the Power and Authority of the Co-op. Society so formed of the Purchaser/s and other Purchaser/s of Flats shall be subject to the over all control of the Promoters.
- s) The Builders/ Developers will also control the management of the building, realization of the outgoings and the disbursement of the payment to be made till the conveyance and the Purchaser/s along with the other Purchaser/s and / or Co-op. Society Body will have No Objection to the same till the Deed of Conveyance of the said land and building is executed in favour of the Co-op. Society is contemplated herein.

27. Nothing contained in this Agreement is intended to be nor shall be construed to be a grant, demise or assignment, in law of the said Flat or of the said land or ground / building thereon or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to his / her / there and all spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Builders/ Developers until the said land and building is transferred to the society as hereinbefore mentioned on recovering their dues or any extension of time granted by the Builders/ Developers to the Purchaser/s to make any payment that become due, shall not be construed as a waiver by the Builders/ Developers of their rights and the same shall not affect or prejudice any other rights of the Builders/ Developers under this Agreement.

All notice to be sent and served and communication to be sent as required by the terms of this Agreement shall be deemed to have been properly served if sent to the Purchaser/s under certificate of posting / registered A.D. at the above address of the Purchaser/s given by him / her for the purpose of this Agreement

28. It is also understood and agreed by and between the parties hereto that the terrace Flats in the said buildings, if any, shall belong exclusively to the respective Purchaser/s of the terrace Flat and such terrace space are intended for the exclusive use of the respective terrace, Flat Purchaser/s. The said Terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders/ Developers and after formation, of the Society.

29. Until the execution and registration or the Agreement for sale / Sale Deed / Conveyance in the name of the Purchaser/s, the Purchaser/s herein shall not assign and transfer his / her/ their rights, benefits and obligations, under this Agreement and in respect of the said premises to any other person without the prior consent in writing by the Builders/ Developers shall be entitled to grant or refuse in his / her / their absolute discretion. The Purchaser/s shall not part with the possession of the said Premises to be acquired to any person in any manner whatsoever, without the prior written consent of the Builders/ developers/ Builders.

30. If any of the tax is levied by the Government, Kalyan Dombivli Municipal Corporation or any other authority or authorities on the sale of the said premises etc. and / or of the incidents of this transaction then the Purchaser/s shall be liable to pay the same to the Promoters/ Builders as and when it is levied by the Government. The Builders/ developers shall have absolute right and authority to utilize and / or additional floating F.S.I. on the aforesaid property at and for time hereinafter and they shall get the plans revised / amended from the K.D.M.C. and the Purchaser/s herein along with other Purchaser/s have no objection for such revised plans and amalgamation of the aforesaid plot. The Flat Purchaser/s has granted his / her/ their irrevocable consent to the Builders/ Developers for availing of the Transfer of Development Rights / Floor Space Index from any other source and utilize the same on the said property in accordance with the plans to be sanctioned / revised by the K.D.M.C. and the Purchaser/s will not entitle to raise objection for the same.
- 31.a) The Builders/ developers/ Builders shall be entitle to transfer, assign, dispose of and / or sell in any manner he / she / they deem proper the terrace, stilt car parking areas etc. to respective flat /shop Purchaser/s. The Purchaser/s along with the other Purchaser/s of the Flats will not raise any objection of whatsoever nature.
- b) The Purchaser/s agree that they along with the other Purchaser/s of the Flats will not charge anything from the Builders/ Developers or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc. till the date of registration of the society.
32. The stilt shall always be the property of the Builders/ developers/ Builders and the Builders/ Developers have full right and authority to enclose the said stilt area of the building subject to the permission of the Corporation in this regard and further right to sell the same to any prospective Purchaser/s and the Purchaser/s herein along with the other Purchaser/s will not take any objection

for the same and the Purchaser/s has/ have only right in respect of the Premises agreed to the Purchaser/s by him / her/ them.

33. The valuation Certificate of “Government Value” if required then extra payment in this regard shall be borne by the Purchaser/s.
34. Electric meter of all the Premises will be in the name of Builders/ Developers. The Purchaser/s agrees and take responsibilities to get his / her named changed in their favour. Builders/ Developers shall give No Objection Letter and signature for this purpose wherever necessary.
35. It is also understood and agreed by and between the parties hereto that the Purchaser/s has to pay charges for enclosed balcony area as per the prevailing rules of the Corporation.
36. The Purchaser/s hereby covenants with the Builders/ Developers to pay amounts liable to be paid by the Purchaser/s as agreed under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Builders/ Developers indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Promoters.
37. It is hereby agreed that the Builders/ Developers 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 also get registered one Co/operative Housing Society of all the Flat Purchaser/s in all the said building/s and the Purchaser/s herein shall not, in any manner, object the said right of the Builders / Purchaser/s in this regard.

It is further agreed that in such event (Purchaser/s of the adjacent land for the purpose of development) the Builders/ Developers shall be at liberty and / or entitled to grant a right of way from or through the said land for approach to the adjacent lands that would be acquired with a view to developing them and the Purchaser/s herein shall not object the said right of the Builders/ Developers, in any manner.

38. The Builders/ Developers shall build a compound wall on the said land (or the land amalgamated in the aforesaid manner) in accordance with the sanctioned plan if the said Corporation intends to acquire the part or portion of the said land for the purpose of road widening or for any other purpose and in such event the compound wall so constructed is required to be demolished, then the Builders/ Developers shall not be liable to construct a new compound wall and the said Purchaser/s along with other Purchaser/s in the said building shall be liable and / or responsible to bear and pay the expenses in that behalf.
39. It is also agreed and understood that the Builders/ Developers will only pay the Municipal Tax for the unsold Flats / tenements / other units and will not pay any maintenance charges like water, light etc. and the Builders / Developers can sell the said Flats / other units to any prospective buyers and such prospective buyer will then become the member of the society.
40. The Builders/ Developers shall provide water connection for the building as may be sanctioned and permitted by the Corporation.
41. The Builders/ Developers may purchase the adjoining plots of the said property and Builders / Developers may develop the adjoining plot and in that case Builder / Developers are only liable to construct the outside compound wall of the said property. The Builders / Developers shall provide one common septic tank, underground tank, bore-well for all the adjoining property. The Purchaser/s shall have no right to raise any objection / obstacle to amalgamate the said property to the adjoining plots and accordingly gives consent for the same.
42. This Agreement shall always be subject to the provision of the Maharashtra Flat Ownership Act, 1963 and the rules framed there under.

## **SCHEDULE OF THE PROPERTY**

A Flat Premises being no. \_\_\_\_\_, “D” Wing, admeasuring \_\_\_\_\_ Sq. Ft. Built up area on \_\_\_\_\_ Floor of “SWASTIK HEIGHTS” consisting of **Ground (P) + 7 upper Floors** (with lift) situated at Thakurli, Dombivli (West), Dist- Thane and standing on land totally admeasuring **488.72** Sq. Mtrs bearing Survey No. **364** of Village- **Thakurli** within the boundaries of Sub-Registrar office Kalyan Registration Dist. Thane, Sub-District at Kalyan, within the limit of Kalyan Dombivli Municipal Corporation Taluka : Kalyan, Dist. Thane.

IN WITNESSETH WHEREOF WE HAVE SET AND SUBSCRIBED OUR  
HAND AND SEAL TO THIS WRITING ON THE DAY AND THE YEAR  
HEREINABOVE MENTIONED

SIGNED, SEALED & DELIVERED. )

By the within named \_\_\_\_\_ )

**“THE BUILDERS / DEVELOPERS” )**

**M/s. SWASTIK DEVELOPER** )

Through its Proprietor )

**MR. ASHOK SURYANARAYAN SINGH)**

In the presence of .....)

1) \_\_\_\_\_)

SIGNED, SEALED & DELIVERED )

By the within named **"PURCHASER/S"** )

**MR.** \_\_\_\_\_ )

In the presence of ..... )

2) \_\_\_\_\_ )

**RECEIPT**

RECEIVED from the Purchaser/s **MR.** \_\_\_\_\_, the day  
and the year above mentioned a sum of **Rs.** \_\_\_\_\_/- (**Rupees**  
\_\_\_\_\_ **Only**) as an Earnest Money / Part payment in Cash/ by Cheque in  
the following Manner.

Cheque No.	Date	Bank Name	Amount

**I SAY RECEIVED Rs.** \_\_\_\_\_/-

**For M/s. SWASTIK DEVELOPERS**

**Witnesses**

1. \_\_\_\_\_

2. \_\_\_\_\_