

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE OF Flat** is made and entered into at Karjat on this      day of April 2024 BETWEEN -

**MAHENDRA BABAN CHANDAN** Age 46 years (Having PAN NO. AJEPC8174G) Aadhar No.386721179117, carrying of business of builder and developer, by name **M/S. SHREE SAMARTH BUILDERS AND DEVELOPERS** having office at. Anusaya Apartment, Patil Ali, Shivaji Chouk Karjat, Tal. Karjat, Dist. Raigad - 410201, hereinafter called and referred to as the **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm his/her/their executors and administrators and the survivor of them the heirs, executors and administrators of the last survivor) **of the ONE PART;**

**AND**

**GANESH SUBHASH LOVANSHI** Age 24 years, (Having PAN NO. BACPL3181L), Aadhar No.428469965281, Indian Inhabitant, residing at. House No. 76/D2, Station Road, Behind Shyam Electronics Karjat, Tal. Karjat, Dist. Raigad - 410201, hereinafter called and referred to as the **"PURCHASER"** (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs, executors, administrators, assigns/its successors and the survivors or survivor of them and their respective legal heirs) **of the SECOND PART.,**

**WHEREAS :**

A property bearing survey number 2/3 was converted in to non agricultural land by an order of Sub Divisional Officer Panvel by his order dated 6 of June 1984 bearing number 348/1983. As per said order said land was divided into Seven Non agricultural plot which was sanctioned by Town Planer of Dist. Raigad.

Out of said plots the owner of plot number 2 Mr. Ramesh Balu Chandan and others constructed a building consisting Six Flats and sold said flats to the different Purchaser.

All the flats owners formed a society named as Omkar Co-Operative Society Ltd. which was duly registered by registrar of co-operative society Karjat bearing number RJD/KJT/KSG/(TC)608 in the year 1995-1996. Accordingly certificate of registration was given on 09/10/1995. After the death of Ramesh Balu Chandan his legal heirs were brought on record by mutation number 962 and after the death of Baban Balu Chandan his legal heirs were brought on record by mutation number 1010. All legal heirs executed a sale deed in favour of Omkar Co-Operative Society Ltd. dated 05/11/2020, bearing number 1898/2020. Accordingly mutation number 1341 was effected in revenue records. Omkar Co-

Operative Society Ltd. after obtaining permission from registrar of co-operative society dated 11/12/2020 entered into development agreement on 10/02/2021 with Mahendra Baban Chandan (Promoter) which was duly registered on 10/02/2021 bearing document number 625/2021 and also executed power of attorney dated 10/02/2021 bearing number 626/2021.

Out of said plots the owner of plot number 1, Mr. Ramesh Balu Chandan and others constructed a building consisting Nine Flats and sold said flats to the different Purchaser.

All the flats owners formed a society named as Chandan Co-Operative Society Ltd., which was duly registered by registrar of co-operative society Karjat bearing number(TC) 3980 in the year 2018-2019. Accordingly certificate of registration was given on 14/12/2018. After the death of Ramesh Balu Chandan his legal heirs were brought on record by mutation number 962 and after the death of Baban Balu Chandan his legal heirs were brought on record by mutation number 1010. All legal heirs executed a sale deed in favour of Chandan Co-Operative Society Ltd. dated 05/11/2020 bearing number 1898/2020. Accordingly mutation number 1342 was effected in revenue records. Chandan Co-Operative Society Ltd. after obtaining permission from registrar of co-operative society dated 11/12/2020 entered into development agreement with Mahendra Baban Chandan (Promoter) on 04/02/2021 which was duly registered on 04/02/2021 bearing document number 527/2021 and also executed power of attorney dated 04/02/2021 bearing number 528/2021.

On the basis of above referred both Development agreement a permission to construct a new building on plot number 1 and 2 was given by Karjat Municipal Council dated 22/03/2021 bearing number 14/20-21, outward number 602/20-21. Said permission is revised by Karjat Municipal Council by its order dated 03/03/2022, bearing number 40/21-22, outward number 435/21-22.

Kami-jast Patra was prepared by government authority and separate 7/12 extracts were prepared for each plots as per the order of Tahsildar Karjat and mutation number 1340 was effected in revenue record.

**AND WHEREAS** the Promoter have proposed to develop the said Property by constructing buildings of Stilt plus Sixth storied building named "CHANDAN" hereinafter referred to as the said Property more particularly described in the First Schedules hereunder written.

1. The Karjat Municipal Council Tal. Karjat, Dist. Raigad by its letter dated 22/03/2021 bearing number 14/20-21, outward number 602/20-21 and revised order by Karjat Municipal Council by its order dated 03/03/2022, bearing number 40/21-22, outward number 435/21-22. Sanctioned plans submitted by the Promoter and others for constructing building interlaid on the said property. The copy of C.C annexed and marked as **Annexure-'A'** hereto;
2. The plan for constructing the buildings on the said Property are duly sanctioned by the Karjat Municipal Council consisting of the building having Stilt + Six floors;

3. The Promoter is entitled to sale all the saleable flats, premises, and rights and benefits out of the said land for such price and terms and conditions as it deems fit and proper.

4. The Promoter through their Architect **Madhav Paranjape**, (Registered with the Council of Architecture bearing LIC No.CCRUM/R2018-19/APL/00047), having his/ her address at. 001, Nav Utkarsh, Tilak Nagar, Vidya Mandir Road, Dombivli (E), 421201, have prepared building plans by initially utilizing permissible FSI and have already started the construction of the Sale building (herein after referred to as '**the said Building**') upon the portion of said Property in accordance with the revised letter of intent, layout and plans sanctioned by the Authority and/or further approvals and/or necessary amendments thereof, subject to the compliance of the conditions and direction which may be issued by the said Authorities from time to time;

5. The Title Report dated 09/07/2021 issued by **C. B. Oswal** in respect of right of the development of the said Property of Village Karjat, Taluka Karjat, District -Raigad is annexed and marked as **Annexure-'B'** hereto;

6. The Promoter have appointed **Mr.Rajendra Paranjape** as RCC Consultants and have entered into standard Agreement for carrying out construction of the said Building/s and also have entered into standard Agreement with the Architect for preparing plans of the said Building/s. The Promoter have also appointed **Mr. Niraj Oswal** as the Chartered Account to maintain the accounts for the said Project.

7. The Purchaser is/are informed and is aware and hereby accepts that the Promoter are free and entitled to amend and/or modify the said plans and add to the said Building as may be possible and permissible. Provided however that the same does not in any manner prejudicially alter the plan and specifications of the Flat agreed to be purchased by the Purchaser hereunder and as permissible/required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

8. The said Project is an ongoing Project as on 09/07/2021 and the Promoter has registered said project with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the registration number is P52000030016.

9. The Purchaser being interested/agree to purchase the Residential flat in the said building being constructed has/have approached the Promoter and on perusal of the plans and documents, title, and specifications he/she/they has/have approved and booked the Flat No.501, admeasuring at about 707.00 sq. ft. or admeasuring at about 65.65 sq.meter., of Carpet Area on Fifth Floor in said Building known as "**CHANDAN**" the terms and conditions hereinafter referred and therefore requested to the Promoter to sell the same to the Purchaser and the Purchaser hereby declares that prior to the execution of this Agreement, the Promoter have given him/her/them the complete inspection of the entire set of title, deeds, layout, plans, all documents etc. of the said Property and are fully satisfied about the right/title of the Promoter, all plans sanctioned by the authorities, the designs, specifications etc., submitted to authorities as required

under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

- a) The Purchaser has demanded and the Promoter have given to the Purchaser a complete inspection and also handed over the copy of the following documents :- Nature of Development work and the Promoter rights, and title of the said Property and encumbrances thereto, along with all relevant documents;
  - b) Nature and particulars of fixtures, fitting and amenities to be provided in the said building & Flat/s etc, to be constructed on the portion of said Property are set out in the list annexed and marked as **Annexure-'C'** hereto;
  - c) All particulars of design and material to be used in construction of the said building;
  - d) The natures of organization of person to be constituted and to which the title to be passed, being a Co-operative society governed by the provision of Maharashtra Co-operative Societies act, 1960. and the rules there under as per approval of the Rehabilitation Scheme;
  - e) The various amounts that are to be paid inter-alia towards the ground rent, betterment charges, land revenue assessment, development charges, Lease Charges, municipal deposits, municipal and other taxes and water and electricity charges including water deposit and electricity deposit, which would be for the time being in force;
  - f) Commencement Certificate bearing number 14/20-21, outward number 602/20-21; and revised order dated 03/03/2022, bearing number 40/21-22, outward number 435/21-22.
  - g) Authorities approved plans for construction up to Stilt+ Six Floor of the said Building;
  - h) All plans and specifications duly approved and sanctioned by the authority of the sale building to be constructed on the said Property;
  - i) Registered Development Agreement with the Owner dated 10/02/2021 bearing document number 625/2021;
  - j) Registered Power of Attorney with the Said Owner dated 10/02/2021 bearing document number 626/2021;
  - k) Registered Development Agreement with the Owner dated 04/02/2021 bearing document number 527/2021;
  - l) Registered Power of Attorney with the Said Owner dated 04/02/2021 bearing document number 528/2021;
  - m) Property Cards issued by the concerned Authorities;
  - n) Survey Plans of the said Property;
  - o) Demarcation Plan of the said Property;
  - p) Title Certificate etc.
10. The Purchaser has/have satisfied himself/herself/itself hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter title to the said Property as also the rights of the Promoter to sell the Flats on ownership basis and the Purchaser shall not raise any requisitions or objections hereinafter; The Purchaser has/have, by virtue of his having executed this Agreement, is deemed to have accepted the

title of the Promoter to the said Property as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

11. The Promoter has got Commencement Certificate to construct a said building consisting Stilt + Six Floors. The Promoter will obtain further C.C. to construct remaining work on upper floors in the said sale building from the Concern authorities as per layout and/or amended approved plan. The unit Purchaser is aware that the Promoter will construct remaining work on upper floors at any time in future after obtaining further C.C. from Karjat Municipal Council. The Purchaser shall not object to work on additional floors being constructed and sold by the Promoter at any time in future;

12. On satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Promoter to the said Property, the Purchaser has/ have applied to the Promoter for allotment of and hereby agree/s to purchase Flat No.501, admeasuring at about 707.00 sq. ft. or admeasuring at about 65.65 sq.meter., of Carpet Area on Fifth Floor in the said Building known as "CHANDAN" (hereinafter referred to as "the said premises") and which is more particularly described in the Second Schedule hereunder written and *pro rata* share in the common areas [{"Common Areas"}] as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) being constructed on the portion of said Property as per layout/ or amended approved plans more particularly described in the **FIRST SCHEDULE** hereunder written for a total consideration of **Rs.39,00,000/- (Rupees Thirty Nine Lakhs Only)**. (The price of the flat including proportionate price of the common areas and facilities, development charges, electric meter, formation of society, etc.). The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure "D"**.

The Purchaser/Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/Allottee, being constructed in the layout for the consideration of **Rs.39,00,000/- (Rupees Thirty Nine Lakhs Only)**.

13. The carpet area of the said premises is admeasuring at about 707.00 sq. ft. or admeasuring at about 65.65 sq.meter. The term "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the said premises. The said area is subject to permissible variation under the Act and the Rules.

14. The Purchaser has / have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises as set out in the Annexure 'C' annexed hereto.

15. 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.

16. Under Section 13 of the said Act the Promoter are required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. The Promoter has informed to the Purchaser the format for agreement for sale may be further modified in due course of time as required under the law or as may be advised by the attorney of the Promoter in light with the said Act. And the Purchaser have consented for same. The Promoter has further informed the Purchaser that Promoter at present developing "CHANDAN" having Stilt floor to Six floors; under this phase and if permissible in future, under the prevailing rules at his own discretion will develop/construct additional floors and register the same as an independent project with the RERA Authorities. Both the Promoter and the Purchaser hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project. And the Purchaser have consented for same.

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

The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this agreement.

**1. ACT AND RULES GOVERNING THE AGREEMENT:**

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoter are the Promoter and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

**2. INSPECTION OF DOCUMENTS AND SITE VISIT:**

The Purchaser has/have taken inspection of the Agreements, Sanctioned Plans, title, and other relevant documents required to be given by the Promoter under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said property and the Purchaser has/have visited the site of

construction and made himself /herself /themselves familiar with the terms and conditions imposed by the relevant authorities.

**3. ADDITIONS AND ALTERATION :**

The Promoter shall under normal conditions construct building/s on the said property in accordance with the said plans and specifications duly approved and sanctioned by the concerned authorities. It is agreed that the Promoter shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, Property or building, as the case may be, without the previous written consent of the Purchaser/Allottee. Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser/Allottee and the Purchaser/Allottee shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoter may make such minor additions or alterations as may be required by the Purchaser /Allottee or such minor changes or alterations as shall be required by concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Property. The Promoter shall keep the said revised plans and specifications at the office of the Promoter for inspection of the Purchaser.

**4. SALE OF PREMISES AND PAYMENT CONDITIONS:**

4 (a) The Purchaser hereby agree/s to purchase Flat No.501, admeasuring at about 707.00 sq. ft. or admeasuring at about 65.65 sq.meter., of Carpet Area on Fifth Floor, in the Building/Project known as "CHANDAN" which is to be constructed on the portion of the said Property and pro rata share in the common areas [{"Common Areas"}] as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of **Rs.39,00,000/- (Rupees Thirty Nine Lakhs Only)**. Out of which **Rs.-----/- (Rupees ----- Only)**, is paid by cheque by the Purchaser/Allottee to the Promoter as a part consideration.

4 (b) The Purchaser hereby agrees that the Promoter shall provide a common open Parking Space as per prevailing rules. Further that the Purchaser shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter.

4 (c) The said total consideration includes Taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, LBT, Service Tax, and Cess, GST, (as and when made applicable) electricity connection, meter deposit, or any other electricity service provider charges, cable charges and transformer or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoter payable in accordance with the rules, regulations and notifications applicable at the relevant time up to the date of handing over the possession of the said premises. Provided

that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/Allottee to the Promoter shall be increased/reduced based on such change/ modification. The expenses for the registration of an agreement i.e., stamp duty and registration fee, legal charges will be paid by the Purchaser/Allottee separately.

4 (d) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoter agrees that while raising a demand on the Purchaser /Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall on demand of the Allottee shall provide the copy of the said notification/order/rule/ regulation which shall only be applicable on subsequent payments.

4 (e) The Carpet areas of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoter have informed the Purchaser and the Purchaser is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoter have informed the Purchaser and the Purchaser is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser hereby agree, declare, confirm and undertake not to raise any objection, claim, and dispute regarding such discrepancy in respect of the said carpet area. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, then Promoter shall refund the excess money paid by Purchaser /Allottee within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser /Allottee, the Promoter shall demand the increased consideration from the Purchaser /Allottee in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder.

4 (f) The Promoter have also informed the Purchaser categorically and the Purchaser has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flats by the Promoter and / or development of the said



Property by the Promoter and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (g) The Purchaser hereby agree/s, declare/s and confirm/s with the Promoter that at the time of execution of this Agreement, the Purchaser shall deposit with the concerned authorities under Income Tax Department (if applicable), the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoter within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoter are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser . In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4 (h) Provided that at the time of handing over the possession of the said Premises, if any such certificate is not produced, the Purchaser shall pay an equivalent amount as interest free deposit with the Promoter , which deposit shall be refunded by the Promoter to the Purchaser producing such certificate within 4 months of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be within stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivables from the Purchaser .

**5. MODE OF PAYMENT:**

The payment of all the above installments/payment will be accepted by Cheque / Demand Draft / Pay Order/ NEFT / RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of:, M/S. SHREE SAMARTH BUILDERS AND DEVELOPERS, CHANDAN RERA ACCOUNT, Account no. 34200200001588, with Bank Of Baroda, Karjat Branch" IFSC code BARBO KARJAT and shall be sent to Office of Promoter, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser making such payment to the Promoter's designated account, the Purchaser shall intimate to the Promoter the UTR Number, Bank details and such other details as shall be required by the Promoter to identify and acknowledge the receipt of the payment by the Promoter.

**6. TIMELY PAYMENT OF THE INSTALLMENTS:**

6(a) The Promoter shall give a Notice to the Purchaser intimating the Purchaser/Allottee the amount of the installment or the balance amount payable by the Purchaser/Allottee to the Promoter in accordance with the payment schedule annexed hereto as Annexure -F (Time being essence of the contract) and within

15 days from the date of letter, the Purchaser/Allottee shall pay the amount of the said installment or the balance amount to the Promoter.

6(b) Both the parties hereby agree with each other that timely payment of all the above instalments and every other amount payable by the Purchaser/Allottee under these presents to the Promoter shall be the essence of this contract. Both the Promoter and the Purchaser/Allottee has / have mutually agreed that the Purchaser/Allottee shall be liable and responsible to pay all the instalments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, default or demur. In case if the Purchaser/Allottee has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/Allottee herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoter and Purchaser/Allottee has/ have further agreed that in the event of the Purchaser/Allottee committing any delay, default or demur in paying any three instalments then and in that event, the Promoter shall give 15 days' Notice to the Purchaser/Allottee to pay all the outstanding amounts together with fresh instalments (if the same becomes due and payable). If the Purchaser/Allottee fail/s to pay the entire outstanding amounts to the Promoter within the time prescribed under the Act and the Rules, then the Promoter shall be entitled terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/Allottee shall not be refunded by the Promoter. It is further agreed by the parties hereto that part payment of any instalment shall be construed to be the default in the payment of the said instalment. The Purchaser/Allottee hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/Allottee in law. In the event of such termination, the Promoter shall be entitled to resell the said premise to such third person / party, as the Promoter may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resell.

6(c) It is agreed by the Purchaser/Allottee that till such time as he / she / they has / have paid to the Promoter the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she / they shall not claim any right, title, interest or possession in, of, over and upon the said Premises.

#### **7. CANCELLATION BY PURCHASER(S)/ALLOTTEE(S):**

The Purchaser (s)/Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser /Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein are entitled to forfeit 20% of the total consideration for the allotment. The Promoter shall deduct Service Tax, VAT and

/GST, brokerage or any other amount due and payable by the Purchaser and / or paid by the Promoter in respect of the said Premises. Also the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises up to the date of termination of this Agreement. However in case if the Promoter receive a credit/ refund of the service tax amount paid on this transaction, from the Statutory Authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser (s)/Allottee(s) shall be returned by the Promoter to the Purchaser /Allottee(s) within 45 days of such cancellation without any interest. In this case, the Purchaser will not be entitled to any claim / demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation,

a. The Promoter shall be entitled to resell the said premise to such third person / party, as the Promoter may deem fit, necessary and proper.

b. The Purchaser /Allottee shall cease to have any right against the Promoter in respect of the said premises or any part thereof.

c. The Promoter shall be entitled to brokerage, if any paid by the Promoter while booking the said premises in the name of the Purchaser.

d. The Promoter shall not be liable to pay to the Purchaser any interest, compensation, damaged, costs or otherwise. The said amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claims under this Agreement and/ or in or to the said premises. The Purchaser/Allottee shall not create nuisance on the site resulting in danger/damage to the said Property or life;

8. The Promoter shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked ANNEXURE "C".

9. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancels and merges:

(a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoter prior to the date of execution of this agreement; but any document which is registered after the registration of this deed shall be binding on both parties.

(b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;

(c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;

10. The Purchaser hereby admit and confirm that the Promoter have prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure,

Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser. Further prior to this Agreement, all Brochures, Pamphlets, Literature and/or Plans published / issued by the Promoter are not binding on the Promoter.

**11. RIGHTS OF THE PROMOTER TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:**

The Purchaser hereby agree, declare and confirm that the Promoter shall have irrevocable rights for the purpose as set out herein below & the Promoter shall be entitled to exercise the same as if Purchaser has/ have given prior written consent to the Promoter as required under the said Act. However, with the view to remove any doubt, the Purchaser hereby confers upon the Promoter such right /authority to the Promoter for the purpose as set out herein below :-

- (a) The Promoter hereby declare that no part of the said Floor Space Index for the said Property has been utilized by the Promoter elsewhere in any other Property for any purpose whatsoever. The Promoter shall be entitled to consume the entire F.S.I./Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.)/Additional FSI as may be available in respect of the said Property or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the portion of the said Property in accordance with the Act and Rules, as the Promoter shall think fit and proper.
- (b) In case, the said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said Floor Space Index by them.
- (c) In case, while developing the said Property, the Promoter have utilized any Floor Space Index of any other land or Property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoter to the Sanctioning Authorities.
- (d) Without modifying the plan of the said Premises, the Promoter shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.
- (e) The Purchaser or the Society of the Purchaser of all premises holders shall not raise any objections on any ground as to Promoter rights reserved hereunder and as shall be available to the Promoter under the Act and the Rule.
- (f) The Promoter shall also be entitled to sell the TDR and/or DRC of the said Property or any part thereof, exclusively for its own benefit, and the Purchaser /Allotee the Society of the Purchaser shall not raise any objection or claims for such sale and transfer.
- (g) Irrespective of possession of the said premises being given to the Purchaser or not, the rights under this clause and/or under this Agreement reserved for the Promoter to exploit the potentiality of the said Property, shall be valid, subsisting and binding on the Purchaser & shall continue to vest in the

Promoter even after the execution of the Deed of Assignment/ Lease/ Transfer in favour of the Co-Operative Society that shall be formed. The Purchaser hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoter to carry out the construction and development and to utilize and exploit full potentiality of the said Property. The Purchaser further agree/s not to challenge, dispute or hamper such development that the Promoter may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(h) The aforesaid provision regarding construction to be carried on in future by the Promoter and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser as member shall continue to remain in effect even after the project is completed;

12. The Promoter have further informed the Purchaser and the Purchaser is/are aware that he/she/they shall use the said premises only for the Residential purposes and he/she/they shall not change the user of the premises.

### 13. PURCHASER COVENANTS:

The Purchaser for himself/ herself/ themselves with intention to bind accepts and agrees himself/herself/themselves and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with the Promoter as follows:

(a) It is hereby agreed by the Purchaser that terms and conditions of any agreement executed by the Promoter with land owning authorities including State Government shall be binding on the Purchaser ;

(b) To pay to the Promoter such amounts as shall be required to pay to the concerned authority for obtaining its NOC / permission for the sale of the said premises by the Promoter to Purchaser and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by concerned authority in this regard.

(c) To maintain the said premises at his/her/their own costs, charges & expenses in good tenable repair & conditions from the date receipt of intimation from the Promoter that the said premises is ready, irrespective of the fact whether the Purchaser has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

(d) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in

which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser in this behalf, then Purchaser shall alone be liable for the consequences of such breach / default, all cost incurred to rectify the same shall be borne the Purchaser only.

(e) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Building Completion Certificate from concern authority the same shall be carried out and complied with by the Purchaser at his/her /their own costs and expenses and the Promoter shall neither contribute any amount nor shall they be anyway liable or responsible for the same.

(f) Before carrying out the interior work in the said premises, the Purchaser shall obtain a written consent from the Promoter and shall give full details of the nature of interior work to be carried out in the said premises along with the plans of the proposed interior works. The Purchaser shall deposit with the Promoter an interest free refundable security deposit of such amount as the Promoter may demand. During the course of the Purchaser carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoter or is in contravention of the rules and regulations of the Concerned authorities, then the Promoter shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser and / or deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said premises, upon the completion of all the interior works, the Promoter shall refund (without interest) the said security deposit to the premises Purchaser .

(g) The Purchaser is/are aware that the Promoter are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoter shall be absolved of the obligation and the responsibility under the Act and Rules.

(h) Similarly, if as a result of any addition, alteration or changes carried out by the Purchaser to his/ her/ premises, if any other Authority adopts any action either against the Promoter or the said Building/ Project, then the Purchaser alone shall be liable and responsible for all such actions in law. The Promoter shall have further rights to adopt such action against the Purchaser including that

of termination of this Agreement and /or recovery of compensation as the Promoter may be entitled under the Act and Rules.

(i) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoter to the Purchaser & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoter or the society.

(j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

(k) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said Property and building in which the premises is situated.

(l) If any time further construction is carried on, as herein before provided by the Promoter then he shall be entitled to sell Flat(s)/commercial units/shops in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchaser and the Co-operative Housing Society will not have any share, right, title, interest or claim therein and not be entitled to any of the aforesaid things or claim any reduction in price/consideration of said Flat/Shop agreed to be acquired by him/her/them or the compensation or damage on the ground of inconvenience or any other ground including the loss of air and/or any rights of easement. The Co-operative Society/ Association of Purchaser or Limited Company shall admit the Purchaser as a members of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except share money amounting to Rs.600/- ( Rupees Six Hundred only) from each of them to acquire shares of Society;

(m) The Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) which may be at any time issued for the said Property or any part of the Property or arising out of Development of the said Property shall always belong to the Promoter. The Purchaser or the common organization or Association of Purchaser or the Co-operative Society of all Purchaser will not have any share, right, title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) and/or Development Rights Certificate (D.R.C.) of the said Property or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transferring or alienating such T.D.R., D.R.C.

shall always belong absolutely to the Promoter. The Purchaser or the common organization or Association of Purchaser or the Co-operative Society will not have any share, right, title, interest or claim therein;

(n) The Promoter shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser of such unsold Flats etc. will be admitted to the Co-operative Society without charging any premium except share money. The Purchaser of all such Flats shall be admitted as the members of such Co-operative Society with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser at the time of formation and registration shall be charged from such Purchaser ;

(o) The aforesaid provision regarding construction to be carried on in future by the Promoter and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser as member shall continue to remain in effect even after the project is completed;

(p) The Purchaser shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Promoter under this Agreement are fully paid and only if the Purchaser has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser has/have intimated about the same in writing to the Promoter s.

(q) The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Buildings and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.

(r) That Purchaser shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body/authority or Government. The Purchaser shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.

(s) Till the Deed of Assignment/ Lease/Transfer of the said building is executed in favour of the Society and subsequent thereto till the Promoter have completely utilized the FSI / Development potential of the portion of said Property, the Purchaser shall permit the Promoter s, their servants and agents,



with or without workmen, at all reasonable times, to enter into and upon the said Property & building or any part thereof to view the state and conditions thereof. During the course of construction, if the Purchaser is/are desirous of visiting the said Property, the Purchaser shall obtain a written permission from the Promoter. During such Visits to the Site, in case if there is any accident / mishap or casualty, then the Promoter will not be held responsible or liable in any manner whatsoever.

(t) In the event of Purchaser committing any breach or act in contravention of the above provision, the Purchaser shall be liable or responsible for the consequence in respect thereof to the Promoter or to the concerned local authority or other public authority in that behalf.

(u) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the premises agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the Promoter and cause nuisance to neighbouring unit holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said premises whether directly or indirectly through his/her/their agent or tenant, the Promoter shall be entitled to cancel this agreement in the interest of public, peace and tranquillity and have the Purchaser evicted from the premises.

(v) Before taking possession of the said Premises, the Purchaser will be liable to inspect the said premises and will fully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoter with respect of the said premises.

(w) If due to any reason Purchaser could not pay the entire consideration and this agreement is cancelled by Promoter for any reasons mentioned hereinabove, the membership given to the Purchaser in the society shall be deemed as cancel and the Purchaser will have no right to claim anything from the Promoter .

(x) The Purchaser hereby assure and indemnity the Promoter that he or his family members has not purchase any other unit/flat in said project.

14. During the construction work of the said Building, the Promoter can commence the work on any floor or Premises or any particular Building as per their convenience, the Purchaser will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Buildings, and not the commencement of work of particular Premises.

#### 15. RESTRICTIONS ON THE PURCHASER :

The Purchaser has/have agreed declared & confirmed with the Promoter that the Purchaser shall:-

a. Having regard to the elevation of the buildings in the said Project, the Purchaser shall fix identical grills/ railings and the Air Conditioner in the places

that are predetermined by the Promoter / that shall be approved by the Promoter s.  
The Purchaser shall affix the external grill /railings of such common design as shall be finalized by the Promoter in the manner and as per the specifications given by the Promoter s. Accordingly, the Promoter have informed the Purchaser that with a view to maintain the esthetics and elevation of the said Building, the Purchaser shall, prior to extending railings provided to the said premises for the grills to the windows/ balcony, take written permission from the Promoter inter-alia undertaking to use similar material and similar design to those already provided by the Promoter in the said premises.

b. Similarly the Purchaser shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/service/s, should the Purchaser require to install any Instrument/ Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoter in the manner and at the location identified and approved by the Promoter s.

c. Not to put or place flower pots, Vases or any plantations outside the Windows.

d. Not to put any signage or board in the said building or any part thereof or outside the said Flat except as may be permitted by the Promoter and or the concern authority;

e. The Purchaser shall not store any of their materials, belongings, and stocks in the open passage, compound or open spaces.

f. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society/Condominium of Apartments / Private Limited Company which may be formed for the management of said Building. It is to be economically used. The Purchaser as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoter s. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoter shall not become responsible for it and the Purchaser or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser hereby give his / her/ their assurance and consent in it.

g. The Purchaser is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighbouring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various

reasons not connected with construction. The Purchaser herein agree/s that the Promoter shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.

h. The Purchaser shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

i. The work shall be permitted only between 10.00 a.m. to 7.00 p.m. strictly.

j. The Purchaser shall not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;

k. The Purchaser shall not restrain the Promoter or their servants and agents from entering upon the said Flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building or the said Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

l. The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings or cell towers etc. on any open spaces in the said Property or said building including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire.

#### 16. HANDING OVER POSSESSION:

16 (a) the possession of the said premises shall be given by the Promoter to the Purchaser upon obtaining the Part Occupation Certificate or Building Completion or Occupation Certificate and such other conditions as imposed by the Authority shall have been obtained from concern authority or body or public authority. The Promoter shall give possession of the said premises to the Purchaser on or before December 2024, subject to Force Majeure and reasons beyond the Control of the Promoter. The Promoter shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

i. War, Civil Commotion or act of God.

ii. Any notice, order, notification of the Government and / or other public or competent authority.

iii. Civil commotion, agitation by local persons, strike (full or partial).

iv. Non availability of any vital building material including cement, steel, sand, etc.

v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the Development of the said Property.

vi. Any suit, action, litigation, disputes restraining the development of the said Property.

viii. Any change in any law, notification, and regulation relating to the development of the said Project.

ix. Any delay that may be caused due to any matters relating to Government Department and all other related matters.

x. And also the Promoter shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.

xi. Similarly, the Promoter shall not be held responsible or liable for the delay in the completion of the Project which is due to the default made by more than 25% of the Purchaser in the payment of the instalments of the consideration of their respective premises.

xii. Other Reasonable cause.

16(b) **PROCEDURE FOR TAKING POSSESSION:** The Promoter, upon obtaining the Part / Full Occupancy Certificate from the competent Authority, shall offer in writing, the possession of the said premises to the Purchaser /Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice/letter and the Promoter shall give possession of the said premises to the Purchaser / Allottee.

16(c) The Purchaser shall be entitled to take possession of the said premises, if the Purchaser has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoter all and whatsoever amounts payable by the Purchaser under this Agreement. Provided however till such time as the Purchaser does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser shall be liable and responsible to pay to the Promoter the maintenance charges and other charges as shall be demanded by the Promoter for the said premises irrespective of the fact whether the Purchaser has / have taken physical possession of the said premises or not.

16(d) The Purchaser /Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser /Allottee fails to make payments for any demands made by the Promoter as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser /Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case the Purchaser /Allottee commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days written in this regard, the Promoter shall cancel the allotment of the said premises in favour of the Purchaser /Allottee. The Promoter shall refund the amount money paid to them by the Purchaser /Allottee without any interest, after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated, subject to the repayment of the loan amounts and

interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

(iii) In case the Purchaser /Allottee commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Promoter s, then the Promoter shall give the Purchaser a written notice calling upon the Purchaser to rectify / perform any of such terms / obligations / compliances. If after the receipt of the said Notice, if the Purchaser fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Promoter shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follows.

(iv) Time is of essence for the Promoter as well as the Purchaser /Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser /Allottee and the common areas to the Co-operative Society/Association of the Purchaser /Allottee, after receiving the Building Completion Certificate / Occupancy Certificate or the completion certificate or both, as the case may be.

16(e) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser even though permanent electricity and water connections are not connected / provided by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Electricity Board causing delay in sanctioning and supplying electricity or due to the Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises. On the Promoter offering possession of the said premises to the Purchaser, the Purchaser shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser shall pay to the Promoter s, within fifteen days of demand by the Promoter s, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate.

16(f) The Purchaser /Allottee herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser /Allottee for any purposes other than for purpose for which it is sold.

16(g) The percentage of undivided interest of the Purchaser in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoter s.

16(h) The Purchaser hereby declare, confirm and undertake that the Purchaser shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoter s. The Promoter will issue such No Objection Certificate to the Purchaser for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoter have received the entire consideration that has become due and payable by the Purchaser (including accrued interest along all amounts that are payable as the Agreement with the Purchaser , if any) and upon the Purchaser complying with such terms and conditions as may be stipulated under law or by the Promoter s.

**17. PAYMENT OF MAINTENANCE CHARGES AND TAXES:**

17(a) Until the Co-operative society or Limited Company is not formed and portion of the said Property and the said Building is not transferred to the Co-operative society or Limited Company / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser agree and bind himself/herself/themselves to pay provisional monthly contribution in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoter shall give notice to the Purchaser that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoter of outgoings in respect of the portion of said Property and the said Building towards and on account of the State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the portion of the said Property and the said Building/s and the Purchaser shall indemnify and keep indemnified the Promoter against the aforesaid charges in respect of the said Premises.

17(b) The Purchaser/Allottee further agree/s that till the Purchaser/ Allottee share is so determined, the Purchaser/Allottee shall pay to the Promoter interest free deposit such provisional monthly contribution and such proportionate share of outgoing in advance for a period of 12 months of **Rs.18,000/- (Rupees Eighteen Thousand Only)**. PROVIDED HOWEVER that the Purchaser shall pay such further amounts or amount to the Promoter as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser (s) / Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the Deed of Assignment/ Transfer of the said building is executed in favour of the said Co-operative society or Limited Company that shall be formed. On such Deed of Assignment/ Transfer being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Co-operative society or Limited Company. The Purchaser /Allottee undertake 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 reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser /Allottee shall be considered as the default on the part of the Purchaser /Allottee and thereby the Promoter shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

17(c) The Purchaser of the said premises shall alone be liable to pay the Property Taxes, to the local body assessed on the said Building, Provided However that if any special taxes and/or rates are demanded by the local body or any other authority by reason of any permitted use other than for residence or any other user of the said Flat, the Purchaser alone shall bear and pay such special taxes and rates;

17(d) The Purchaser shall be liable to pay to the Promoter their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser is/are not in possession of the said Premises. Under the circumstance, the Purchaser hereby agree and undertake to pay to the Promoter in respect of the said premises their proportionate outgoings, maintenance charges as the Promoter may demand from time to time without any delay or objection.

17(e) The Promoter shall maintain a separate account (specifically opened to collect the payments towards the advance maintenance) in respect of sums received by the Promoter from the Purchaser /Allottee as advance or deposit, sums received towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The amounts so collected by the Promoter shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). The Purchaser shall reimburse the amount/ payments made by the Promoter for and on behalf of Purchaser .

17(f) The Purchaser /Allottee authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser /Allottee undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

#### **18. OTHER CHARGES PAYABLE BY THE PURCHASER :**

18 (i) In addition to the agreed consideration, the Purchaser shall pay and bear all the following Charges, Deposits and Expenses to the Promoter as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation report.
- c) Stamp duty and registration charges for Deed of Assignment/Transfer.
- e) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.

- f) Property Tax.
- g) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser shall be liable to pay the same.

18 (ii) The Purchaser further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer/cable laying and all other required costs, if installed by the Promoter, or any other Electricity service provider before taking over the possession of the said Premises as mentioned above. The Purchaser hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to any electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits on execution of Deed of Assignment/Transfer in favour of Co-operative society or body corporate/ organization that shall be formed, shall be paid over by the Promoter to the said Co-operative society or body corporate/ organization after deducting there from the amount if any payable by the Purchaser to the Promoter under and in accordance with the provisions of this Agreement. PROVIDED HOWEVER that the Purchaser shall pay such further amount/s to the Promoter as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses.

18(iii) That the Purchaser shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoter s. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

18 (iv) It is understood by the Purchaser that whatever payments are made by the Promoter to be further paid by the Purchaser in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser to the Promoter on demand.

#### **19. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:**

19(a) The Promoter have informed the Purchaser and the Purchaser is/are aware that the Promoter shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Co-operative society, the Promoter shall submit application to the Registrar for registration of the Co-



operative Housing Co-operative society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law.

19 (b) The Purchaser along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoter. The said Building shall always be known as "CHANDAN" and the said Co-operative society or any other body corporate or other organization determined by the Promoter on portion of the said Property shall always be known by such name as suggested by the Promoter and approved by the concerned Authorities. The Purchaser shall co-operate with the Promoter in forming, registering and incorporating the said Co-operative society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoter may require the Purchaser to do from time to time in that behalf or safe guarding or better protecting the interest of the said Co-operative society and of the Purchaser of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser.

19 (c) The Purchaser along with such other persons who shall have taken possession or acquire the Premises, for forming and registering the Co-operative society or a Limited Company to be known by such name as the Purchaser 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 the registration of the Co-operative society or Limited Company and for becoming a member, including the bye-laws of the proposed Co-operative society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the organization of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoter may deem fit, necessary and proper and the Purchaser shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the concerned authorities within the stipulated period.

19 (d) The Promoter have further informed the Purchaser and the Purchaser is/are aware that after the formation of the Co-operative Society or Company or Association (the said Society) and after the Purchaser has/have completed making the entire payment towards the cost of the said Premises and after Purchaser Allottee has/have complied with all the terms of this Agreement, the Promoter shall enroll the Purchaser as the members of the said Society and issue Share Certificate to the said Purchaser in the name of the Purchaser.

19 (e) In the event of the Society of the said Building is being formed and registered before the sale and disposal by the Promoter of all the premises in the said Building, the powers and authority of the Society shall be subject to the overriding powers of the Promoter in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoter shall have absolute right, authority and control as regards any unsold premises and the sale thereof, as well as the commencement and completion of additional construction, if any, on the portion of said Property. The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the society. The society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Promoter may require and agreeing and undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

19 (g) The Purchaser has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoter and/or the Co-operative Society his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

19 (h) The Promoter have also informed the Purchaser and the Purchaser is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the Promoter and/or any other specialized agency appointed by the Promoter. The Purchaser hereby agree/s, declare/s and confirm/s with the Promoter that all open spaces, Common Terrace, Common spaces of the said Property, Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoter alone and save and except the exclusive right to the said Premises, the Purchaser shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser is / are also aware that upon the formation of Co-operative Society /Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Deed of Assignment/ Transfer in favour of such Co-operative Society /Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoter and such Managing Committee.

19 (i) The Purchaser is / are further aware that ultimately the Promoter herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Deed of Assignment/Transfer in favour of such Co-operative Society or Company or Association that shall be formed for the said Building(s) / Wing(s), within a stipulated period by Law. The Advocate for the Promoter shall prepare and engross and approve the Deed of Assignment/ Transfer and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Assignment/Transfer or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoter shall be borne and paid by the said Society or proportionately by all the Purchaser of the Premises in the said building alone.

19 (j) The Promoter hereby agree that they shall, before handing over possession of the said premises to the Purchaser and in any event before execution of Deed of Assignment/Transfer of the said Property in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser of Flats/ Commercial Units in the Building to be constructed on the portion of said Property (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall, as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoter have absolute, clear and marketable title to the said Property so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Deed of Assignment/Transfer of the portion of said Property as per the Layout/Sub Division by the Promoter in favour of the said Society/Limited Company.

**20. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:**

20(a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period stipulated by Law by the Purchaser / Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge. The Promoter have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoter shall assign the benefits of the said warranty in favour of the Co-

operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency/s.

20(b) The Promoter s/maintenance Agency/Association of Purchaser /Allottee shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser /Allottee agree/s to permit the Promoter / Association of Purchaser /Allottee and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

20(c) The Purchaser /Allottee hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser /Allottee (or the maintenance agency appointed by it) and performance by the Purchaser /Allottee of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser /Allottee from time to time.

20(d) The Purchaser and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

20(e) The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The Promoter shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser of such unsold Flats etc. will be admitted to the Co-operative Society without charging any premium except share money. The Purchaser of all such Flats shall be admitted as the members of such Co-operative Society with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser at the time of formation and registration shall be charged from such Purchaser;

20(f). IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace of the said building shall always belong to the Promoter and they shall be entitled to deal with and dispose of the same in such manner as they deem fit and proper. In the event of the Promoter obtaining permission from the concerned authorities for construction of one or more premises on the terrace of the said building, then the Promoter shall be entitled to construct by themselves and/or through their nominees such additional premises and to sell and/or deal with such premises, that be constructed by them on the

terrace together with the terrace to such persons and at such rate and on such terms as the Promoter may deem fit and proper.  
20(g). It is agreed by the parties that the Promoter will convey the structure of Building along with land their under and Promoter will also convey all the facilities, amenities, open spaces, parking spaces, etc to the propose society which will be formed by the Promoter.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoter until the whole Property together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoter contained herein.

**22. RESTRICTIONS ON TRANSFER:**

22(a) The Purchaser of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/ have obtained the Promoter 's consent in writing to the same.

22(b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society registered or shall not be registered, the Purchaser shall not, without the prior consent in writing of the Promoter s, let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.

**23. REPRESENTATIONS OF THE PROMOTER :**

The Promoter hereby represent and warrant to the Purchaser /Allottee that save as specifically mentioned herein:

(i) The Promoter have absolute, clear and marketable title in respect of the said Property and have the requisite rights to carry out development upon the said Property and the Promoter have the absolute, actual, physical and legal possession of the said Property for the Project.

(ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Property or the Project except those disclosed herein;

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and said premises and common areas.

(v) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser /Allottee created herein, may prejudicially be affected.

(vi) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property , including the Project and the said premises which will, in any manner, affect the rights of Purchaser /Allottee under this Agreement.

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

(viii) The said property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property.

(ix) The Promoter have duly paid and shall continue to pay and discharge all 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.

(x) 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 by or served upon the Promoter in respect of the said Property and/or the Project.

(xi) Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoter shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property and the said building/s and structure/s thereon at their sole discretion. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever. The Promoter shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation their scheme of development of the said Property.

24. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

**25. NOTICES AND CORRESPONDANCE:**

25(a) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post under Certificate of Posting at his/her/their address specified below :-

**GANESH SUBHASH LOVANSHI**

Residing at. House No. 76/D2, Station Road, Behind Shyam  
Electronics Karjat, Tal. Karjat, Dist. Raigad - 410201.

25 (b) In case if the Purchaser changes his/ her/ their address specified herein then and in that event, the Purchaser shall intimate by Registered AD Letter, the new address and shall cause the Promoter to rectify their records by recording the new addresses. In case, if the Purchaser fail/s to provide the Promoter his/ her/ their new address, then the Promoter shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser alone shall be responsible for all legal consequences arising there from.

26. The Purchaser and the Promoter shall, immediately after the execution of this Agreement as well as Deed of Assignment/ Transfer / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser shall within two days after lodging the same intimate the Promoter of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Assignment/ Transfer vesting documents in favour of said Society shall be borne and paid by the Purchaser alone and the Promoter will attend such office and admit execution thereof.

**27. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S)/ALLOTTEE(S):**

The Purchaser/Allottees is/are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

**28. ENTIRE AGREEMENT:**

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

**29. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

**30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S)/ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S) :**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any

subsequent Purchaser/Allottees of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

**31. WAIVER NOT A LIMITATION TO ENFORCE:**

(a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser /Allottee that exercise of discretion by the Promoter in the case of one Purchaser /Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchaser /Allottee.

(b) Any delay, indulgence and negligence on the part of the Promoter in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchaser shall not be construed as a waiver on the part of the Promoter of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoter s.

**32. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 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 Real Estate (Regulation And Development) Act, 2016 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.

**33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

**34. BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/Allottees until, firstly, the Purchaser/Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser/Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter s. If the Purchaser/Allottees fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter s, then the Promoter shall serve a notice to the Purchaser/Allottees for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser/Allottees, application



of the Purchaser/Allottees shall be treated as cancelled and all sums deposited by the Purchaser/Allottees in connection therewith including the booking amount shall be returned to the Purchaser/Allottees without any interest or compensation whatsoever.

**35. FURTHER ASSURANCES:**

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

**36. JOINT ALLOTTEES:**

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

**37. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter himself / themselves or through his/ their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Purchaser /Allottee. After the Agreement is duly executed by the Purchaser/Allottee and the Promoter the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Karjat.

**38. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SIGNATURES THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

**FIRST SCHEDULE ABOVE REFERRED**

All those piece and parcel of land situated lying at **VILLAGE KARJAT**, and being within the limit of Karjat Municipal Council, Taluka Karjat, District and Division of Raigad, and within the jurisdiction of Sub-Registrar Karjat and which is more particularly described in the Revenue Records as under -

SURVEY NO.	PLOT NO.	AREA SQ. MIT.	ASSESSMENT Rs. Ps.
2/3	2	289-12	28-92
2/3	1	445-53	45-53

**SECOND SCHEDULE ABOVE REFERRED TO**

**(The said Premises)**

Flat No.501, admeasuring at about 707.00 sq. ft. or admeasuring at about 65.65 sq.meter., of Carpet Area on Fifth Floor, of the Building known as "CHANDAN" being constructed on an total area admeasuring 734.65 sq. meters of land bearing Survey number 2/3, Plot No. 1 And Survey number 2/3, Plot No.2 at. Karjat, Taluka Karjat, District – Raigad lying and located on the part of Property more particularly described in the first herein.

SIGNED AND DELIVERED BY THE )  
WITHIN NAMED THE PROMOTER )  
MAHENDRA BABAN CHANDAN )

SIGNED AND DELIVERED BY THE )  
WITHIN NAMED THE PURCHASER )  
GANESH SUBHASH LOVANSHI )

**IN THE PRESENCE OF ...**

1) Sign

Name- MAHESH LUNKARAN SARDA

Aadhar No. 633475233187

Address. – 2/A, Prathmesh Co.op.Housing Society,  
Patil Ali Karjat, Tal. Karjat, Dist. Raigad - 410201

2) Sign

Name- SACHIN SURESH PATIL

Aadhar No. 953221814870

Address. – Gurukrupa Building, Near Prasad Zerox,  
Vitthal Nagar Karjat, Tal. Karjat, Dist. Raigad - 410201

**RECEIPT**

Received on or Before the Execution of these presents of and from the within named the Purchaser the Sum of **Rs.-----/- (Rupees ----- Only)** by cheque dated -----, bearing cheque number -----, drawn on -----, Karjat Branch, being the part money within mentioned to be paid by him/her/it/them to me.

**I SAY RECEIVED**

**Payment Schedule****Annexure-**

Particular	In per %
Booking Amount	5%
On 30 days	15%
On Completion of Plinth	25%
On Completion of 1 <sup>st</sup> Slab	4%
On Completion of 2 <sup>st</sup> Slab	4%
On Completion of 3 <sup>rd</sup> Slab	4%
On Completion of 4 <sup>th</sup> Slab	4%
On Completion of 5 <sup>th</sup> Slab	4%
On Completion of 6 <sup>th</sup> Slab	5%
On Completion of Top Slab	5%
On Completion of Brick Work & External Plaster	10%
On Completion of Internal Plaster etc	5%
On Completion of Finishing work	5%
On Possession	5%
Total	100%

## AMENITIES & SPECIFICATION

### GENERAL

The building will be a well designed R.C.C. frame structure and brick masonry for external and internal walls.  
The building will have overhead water storage tank of adequate storage capacity.

### FLOORING

Spartex tiles flooring in all the rooms.

### DOORS & WINDOWS

Main door & Bedroom doors frame will be made of standard quality. And shutters will be of flush type. W.C. and Bath doors frames will be made of Marbal.

All window frame will be of Aluminium.

All fittings and fixtures will be of standard quality.

Sizes and positions of windows and doors are shown in the plan.

### KITCHEN

Kitchen will be provided with cooking platform with black Granite. Storage space for gas cylinder.  
Sink with tap. And full glazed tiles dado on platform.

### BATHROOM

Bathroom will be provided with : Spartex flooring. full glazed tiles dado.

### W.C.

W.C. will have glazed tiles flooring & a dado full glazed tiles with Indian/English type pot.

### PAINTING

Internal surface will be painted with white wash.

Outside surface will be painted with Cement paint.

### ELECTRICAL

For each flat, living room, bed room & kitchen each have one light point, one fan point and 2 in 1 plug point, for bath and W.C. basin or passage will have one light point. All electric wiring will be open type of approved quality.

### PLUMBING

Plumbing will be open type plumbing. One Tap in Kitchen, One in Basin, One in W.C.