

Village : Adivali Dhokali
Apartment area : _____ sq. meters (carpet)
Mkt. Value : Rs. _____
Actual Value : Rs. _____
Stamp Value : Rs. _____

AGREEMENT FOR SALE

This Agreement made at **KALYAN**

on this ____ day of _____ 2022

B E T W E E N

M/S. SHREE JARIMARI DEVELOPERS LLP (PAN NO. AENFS8426F),
through its Partner Ganesh Deepak Shinde a partnership firm having its
office at Shop no. 4, Sai Plaza, Opp.- Essar Pertol Pump, Shree Malang Gad
Road, Piswali, Kalyan (E), Taluka- Kalyan, Dist. Thane, hereinafter referred to
as the "**Promoters/Developers**" [which expression shall unless it be repugnant
to the context or meaning thereof mean and include the partners constituting
the said firm for the time being, the survivors of them/their/his/her heirs,
executors, administrators and assigns) being the Party of the First Part.

A N D

aged about _____ years, Occupation _____ residing at _____

_____ hereinafter called and referred to as the **Allottee/s** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS originally Laxman Vinayak Phadke was the Owner and Jayram Ramji Bhane was the agricultural tenant of the land bearing survey no. 45 Hissa no. 9/3 adm. 0H-55R-0P lying and being situate at Village/ Mouje Adivali Dhokali, Taluka Ambarnath, District Thane within the limits of Kalyan Dombivli Municipal Corporation. [hereinafter for the sake of brevity called and referred to as “the Entire property”] more particularly described in First Schedule hereunder written.

AND WHEREAS vide order dated 22.11.1962 passed by the ALT the purchase price of the Entire property was determined under the provisions of the The Maharashtra Tenancy and Agricultural Land Act 1948 u/s. 32 (G) and the name of the agricultural tenant Jayram Ramji Bhane was mutated in the occupants column of the 7/12 extract vide mutation entry no. 292 of village Adivali Dhokali. Shri Jayaram Bhane Deposited the purchase price of the Entire property and the necessary certificate u/s. 32 (M) of The Maharashtra Tenancy and Agricultural Land Act was granted in his favour. The certificate issued under section 32(M) was duly registered in the office of the sub registrar of Assurances Ulhasnagar on 07.03.1996 under serial no. 601 and the charge of the landlord was removed from the other rights column of the 7/12 extracts of the Entire property vide mutation entry no.638 and Jayram Ramji Bhane become the absolute owner of the Entire property subject to the provisions and restrictions of The Maharashtra Tenancy and Agricultural Land Act.

AND WHEREAS Shri. Jayram Ramji Bhane died intestate on. 12.07.2006 leaving behind him the following class 1 legal heirs,

1. Sitabai Jayram Bhane (widow),
2. Bhaskar Jayram Bhane (son),
3. Prabhakar Jayaram Bhane (son),
4. Hausabai Gurunath Salvi (daughter),
5. Shaila Laxman Kadu (daughter),
6. Subhadra pandit Patil (daughter).

AND WHEREAS after demise of Jayram Ramji Bhane, the aforesaid legal heirs inherited the entire property by virtue of succession.

AND WHEREAS after demise of Jayram Ramji Bhane, his name was deleted from the 7/12 extract of the entire property and the names of the legal heirs have been recorded in the 7/12 extracts of the entire property vide mutation entry no. 679 .

AND WHEREAS by and under Release deed dated 21.08.2009, registered in the office of sub – Registrar of Assurances, Ulhasnagar at serial no 3080/2009, the executants therein Vithabai Ramji Kadu, Manjubai Ramji Kadu, Ramesh Dattu Bhoir and Uttam Dattu Bhoir. Released, relinquished and surrendered their undivided share in the respect of entire property in favour of Bhaskar Jayram Bhane. And in pursuant to release deed the names of Vithabai Ramji Kadu, Manjubai Ramji Kadu, Ramesh Dattu Bhoir and Uttam Dattu Bhoir. have been deleted the vide mutation entry no. 1306.

AND WHEREAS by and under Agreement for Sale dated 21.08.2009, registered in the office of the Sub-Registrar of Assurances, Ulhasnagar – 3, at serial no. 3075/2009, Sitabai Jayram Bhane and ors. agreed to sell an area admeasuring 0H-50 R-0P out of the land bearing survey no. 45 Hissa no. 9/3 adm. 0H-55R-0P lying and being situate at Village/ Mouje Adivali Dhokali, Taluka Ambernath, District Thane within the limits of Kalyan Dombivli Municipal Corporation unto to Bejod Niwas Pvt. Ltd. through its director Rakesh Gupta and Ors. on the terms, condition and consideration mentioned therein.[hereinafter for the sake of brevity called and referred to as “the property no.1”]

AND WHEREAS in pursuant of the aforesaid Agreement for sale Sitabai Jayram Bhane and Ors. also executed and irrevocable power of attorney dated 21.08.2009, duly registered in the office of Sub – registrar of Assurances, at serial no 3076/2009, and empower the Directors Bejod Niwas Pvt. Ltd. through its Directors Rakesh Gupta and Ors in respect of the property no.1. .

AND WHEREAS vide mutation entry no.1079, the charge of Bejod Niwas Pvt. Ltd. was recorded in the other rights column regarding the Agreement for sale dated 21/08/2009 for the property no.1.

AND WHEREAS by and under Conveyance Deed dated 28.02.2012, registered in the office of Sub-Registrar of Assurance Ulhasnagar, at serial no. 1042/2012, the owners i.e. Sitbai Jayram Bhane and 16 ors., through constituted attorney Rakesh Gupta Conveyed and transferred the property no. 1 in favour of Bejod Niwas Pvt. Ltd..

AND WHEREAS by and under Agreement for Sale dated 17.02.2014, registered in the office of the Sub-Registrar of Assurances, Ulhasnagar at serial no. 1205/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and as constituted attorney of Sitabai Jayram Bhane and ors. agreed to sell property adm. 0H-07R-0P out of the property no. 1 to Shambunath R. Sharma and 6 Ors. on terms, condition and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed dated 17.02.2014, registered in the office of Sub-Registrar of Assurance Ulhasnagar at serial no. 1207/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram Bhane and ors. Conveyed and transferred property adm. 0H-07R-0P in favour of Shambunath R. Sharma and 6 Ors.

AND WHEREAS by and under Agreement for Sale dated 06.03.2014, registered in the office of the Sub-Registrar of Assurances, Ulhasnagar at serial no. 1658/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram Bhane and Ors. agreed to sell the property adm. 0H-07R-0P out of the property no.1 to Arvind Ramsajivan Gupta and 6 Ors. on terms, condition and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed dated 06.03.2014, registered in the office of Sub-Registrar of Assurances, Ulhasnagar at serial no.1660/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram Bhane and Ors. Conveyed and transferred property adm. 0H-07R-0P in favour of Arvind Ramsajivan Gupta and 6 Ors.

AND WHEREAS by and under Agreement for Sale dated 14.03.2014, registered in the office of the Sub-Registrar of Assurances, Ulhasnagar at serial no. 1928/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram bhane and ors. agreed to sell property adm. 0H-04R-0P out of the property no. 1 to Rajeshkumar Sadashiv Gupta and 7 Ors. on terms, condition and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed dated 14.03.2014, registered in the office of Sub-Registrar of Assurances, Ulhasnagar at serial no. 1930/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram bhane and ors. conveyed and transferred property adm. 0H-04R-0P in favour of Rajeshkumar Sadashiv Gupta and 7 Ors.

AND WHEREAS by and under Agreement for Sale dated 14.03.2014, registered in the office of the Sub-Registrar of Assurances, Ulhasnagar at serial no. 1939/2014, Bejod Niwas Pvt. Ltd. Through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram Bhane and ors. agreed to sell property adm. 0H-07R-0P out of the property no. 1 to Satyanarayan R. Gupta and 6 Ors. on terms, condition and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed dated 14.03.2014, registered in the office of Sub-Registrar of Assurances, Ulhasnagar at serial no. 1972/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram bhane and ors. Conveyed and transferred property adm. 0H-07R-0P in favour of Satyanarayan R. Gupta and 6 Ors.

AND WHEREAS by and under Agreement for Sale dated 27.03.2014, registered in the office of the Sub-Registrar of Assurances, Ulhasnagar at serial no. 2315/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram Bhane and ors. agreed to sell property adm. 0H-06R-0P out of the property no.1 to Ghanshyam Vrajlal Gupta and 5 Ors. on terms, condition and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed dated 27.03.2014, registered in the office of Sub-Registrar of Assurances, Ulhasnagar at serial no. 2317/2014, Bejod Niwas Pvt. Ltd. through its director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram bhane and ors. Conveyed and transferred property adm. 0H-06R-0P in favour of Ghanshyam Vrajlal Gupta and 5 Ors.

AND WHEREAS Agreement for Sale dated 27.03.2014, registered in the office of the Sub-Registrar of Assurances, Ulhasnagar at serial no. 2321/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram Bhane and ors. agreed to sell property adm. 0H-12R-0P out of the property no. 1 to Rajendra Banarsirlal Gupta and 5 Ors. on terms, condition and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed dated 28.03.2014, registered in the office of Sub-Registrar of Assurances, Ulhasnagar at serial no. 2339/2014, Bejod Niwas Pvt. Ltd. through its Director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram bhane and ors. Conveyed and transferred property adm. 0H-12R-0P in favour of Rajendra Banarsirlal Gupta and 5 Ors.

AND WHEREAS by and under Agreement for Sale dated 22.04.2014 registered in the office of the Sub-Registrar of Assurances, Ulhasnagar at serial no. 2893/2014 Bejod Niwas Pvt. Ltd. through its director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram Bhane and ors. agreed to sell property adm. 0H-07R-0P out of the property no . 1 to Shivababu Pyarelal Gupta and 6 Ors. on terms, condition and consideration mentioned therein.

AND WHEREAS by and under Conveyance Deed dated 22.04.2014, registered in the office of Sub-Registrar of Assurances, Ulhasnagar at serial no. 2895/2014, Bejod Niwas Pvt. Ltd. through its director Chandrapal Chhota Singh for self and constituted attorney of Sitabai Jayram bhane and ors. Conveyed and transferred property adm. 0H-07R-0P in favour of Shivababu Pyarelal Gupta and 6 Ors.

AND WHEREAS by and under Conveyance Deed dated 01/11/2017, registered in the office of Sub-Registrar of Assurances, Ulhasnagar at serial no. 943/2018, on 02/02/2018, Bejod Niwas Pvt. Ltd. For self and constituted attorney of Sitabai Jayram Bhane and Ors. and the purchasers of the various properties as

mentioned herein above, Except Mewalal Alopil and Sheshdhar Alopil, conveyed and transferred the property no. 1 in favour of M/s. Techno Shelter and Infrastructure Pvt. Ltd. through its Director Pankajkumar Motichand Gupta and 2 Ors. on the terms, condition and consideration mentioned therein.

AND WHEREAS vide Confirmation Deed dated 24.08.2018 duly registered in the office of Sub - Registrar Assurances Ulhasnagar at serial no. 6824/2018., Mewalal Alopil and Sheshdhar Alopil, Legal Representative of Alopil P. Pal confirmed the Conveyance Deed dated 01/11/2017 executed by Bejod Niwas Pvt. Ltd. and Ors in favour of M/s. Techno Shelter and Infrastructure Pvt. Ltd. through its Director Pankajkumar Motichand Gupta and 2 Ors.

AND WHEREAS one more Legal Representative of Alopil P. Pal had expired and hence his widow Manjtadevi Rajesh Pal for self and as Natural Guardian of Minor son's Niraj, Kamlesh, Sunil and Nirav, by and under Confirmation Deed dated 30.08.2018, registered in the office of Sub Registrar of Assurances Ulhasnagar at serial no. 7028/2018 on even date confirmed the Conveyance Deed dated 01/11/2017, Bejod Niwas Pvt. Ltd. and Ors. in favour of M/s. Techno Shelter and Infrastructure Pvt. Ltd. through its Director Pankajkumar Motichand Gupta.

AND WHEREAS vide mutation entry no. 1627, dated 15.12.2018, the names of Pankajkumar Motichand Gupta, Paresh Ishwarilal Parekh and Akash Paresh Parekh, the Directors of M/s. Techno Shelter and Infrastructure Pvt. Ltd. has been mutated in the 7/12 extract in respect of property no. 1 and in the other rights column of the 7/12 extracts of the property no. 1 the entry of transaction without complying with the provisions of section 63 of Maharashtra Tenancy and Agricultural land act has been effected.

AND WHEREAS in view of order dated 19/05/2021 passed by Tahasildar the vide mutation entry no. 1816, mutation entry no. 1627 regarding the transaction effected in contravention of the section 63 of the Maharashtra Tenancy and agricultural lands act, 1948 has been cancelled

AND WHEREAS by and under Agreement for Sale dated 28.12.2021 registered in the office of the Sub-Registrar of Assurance Ulhasnagar-2 at serial no. 19208/2021, M/s. Techno Shelter and Infrastructure LLP, (M/s. Techno Shelter and Infrastructure Pvt. Ltd.) through its Partner Pankajkumar Motichand Gupta agreed to sell property no. 1 to M/s. Shree Jarimari Developers LLP

through its Partners 1. Ganesh Deepak Shinde 2. Umakant Rajaram Singh, on the terms, conditions & kind consideration mentioned therein.

AND WHEREAS in pursuant to the aforesaid Agreement for Sale dated 28.12.2021, M/s. Techno Shelter and Infrastructure LLP, (M/s. Techno Shelter and Infrastructure Pvt. Ltd.) through its Partner Pankajkumar Motichand Gupta and 2 Ors. have executed a Power of Attorney dated 27.12.2021, in favour of M/s. Shree Jarimari Developers LLP through its Partners 1. Ganesh Deepak Shinde 2. Umakant Rajaram Singh, to do all acts, deeds and things set out therein. The said Power of attorney is registered in the office of Sub-Registrar of Assurances, Ulhasnagar 3 at serial no. 19209/2021.

AND WHEREAS by and under Development Agreement dated 22.06.2021, registered in the office of Sub-Registrar of Assurances Ulhasnagar - 3 at serial no. 5268/2021, Sitabai Jayram Bhane and Ors. granted Development Rights of an area admeasuring 0H-05-0P out of the land bearing survey no. 45 Hissa no. 9/3 adm. 0H-55R-0P lying and being situate at Village/ Mouje Adivali Dhokali, Taluka Ambarnath, District Thane within the limits of Kalyan Dombivli Municipal Corporation unto M/s. Techno Shelter and Infrastructure LLP (M/s. Techno Shelter and Infrastructure Pvt. Ltd.) through its Partner Pankajkumar Motichand Gupta on the terms, conditions & consideration mentioned therein. [hereinafter for the sake of brevity called and referred to as the property no.2]

AND WHEREAS by and under Development Agreement dated 28.12.2021, registered in the office of Sub-Registrar of Assurance, Ulhasnagar - 3 at serial no. 19206/2021, M/s. Techno Shelter and Infrastructure LLP, (M/s. Techno Shelter and Infrastructure Pvt. Ltd.) through its Partner Pankajkumar Motichand Gupta, in confirmation with Sitabai Jayram Bhane has assigned the development rights of the property no. 2 in favour of M/s. Shree Jarimari Developers LLP, through its Partners 1. Ganesh Deepak Shinde 2. Umakant Rajaram Singh on the terms, conditions & consideration mentioned therein.

AND WHEREAS in pursuant to the aforesaid Development Agreement dated 28.12.2021, M/s. Techno Shelter and Infrastructure LLP, (M/s. Techno Shelter and Infrastructure Pvt. Ltd.) through its Partner Pankajkumar Motichand Gupta and Sitabai Jayram Bhane and Ors. as confirming party have executed a

irrevocable Power of Attorney dated 28.12.2021, duly registered in the office of Sub-Registrar of Assurances, Ulhasnagar 3 at serial no. 19207 in favour of M/s. Shree Jarimari Developers LLP, through its Partners 1. Ganesh Deepak Shinde 2. Umakant Rajaram Singh, to do all acts, deeds and things set out therein.

AND WHEREAS by and under Release deed dated 12.01.2022, registered in the office of sub – Registrar of Assurances, Ulhasnagar no. 2 at serial no 548/2022, the executants therein Sitabai Jayram Bhane and Ors. released their undivided share in the Property no. 2, along with other ancestral properties in favour of Bhaskar Jayram Bhane and Prabhakar Jayram Bhane.

(The property no.1 and 2 are hereinafter for the sake of brevity called and referred to as “ Entire Property”)

AND WHEREAS the Promoter are entitled and enjoined upon to construct buildings on the Entire Property in accordance with the recitals hereinabove;

AND WHEREAS out of the entire property an area admeasuring 1462 is affected by the proposed 24 mtr. Wide DP road and an area admeasuring 70 sq. mtrs. Is not in possession of the owners and thus an area available for the development is 3968 sq. mtrs out of the entire property mentioned in the Second Schedule written hereunder. (Hereinafter for the sake of brevity called and referred to as the Said property.)

AND WHEREAS 24 mtrs vide D.P Road is passing through the entire property and hence there is a natural Sub-division of the entire property in Plot A and Plot B adm 2685 Sq mtrs and 1283 Sq mtrs respectively..

AND WHEREAS the Kalyan Dombivli Municipal Corporation has granted building permission and approved and sanctioned plans vide Commencement certificate bearing outward no. KDMC/TPD/BP/27Village/2021-22/26 dated 30/03/2022 for carrying out construction on Plot –A area adm. 2385 Sq mtrs. for consuming FSI of area adm 10651.06 Sq mtrs , and on Plot-B area adm. 1283 Sq. mtrs. for consuming FSI of area adm 2243.81 Sq mtrs aggregating 12894.87 Sq mtrs. on Survey no. 45, hissa no. 9/3(old survey no. 45/9 A), lying

being and situate at Adivali Dhokali Tal. Ambernath, Dist. Thane for carrying out construction of buildings as under:

Plot- A

Building Wing A :- Stilt + 1st Floor to 14th upper Floors (Residential) (FSI Area adm. 6485.64 Sq. mtrs.)

Building Wing B :- Stilt (P), Ground Floor (P) + 1st Floor to 10th upper Floors (Residential + Commercial), (FSI Area adm. 4164.52 Sq. mtrs.)

Plot- B

Building Wing C:- Stilt (P), Ground (P) + 1st Floor to 5th upper Floors (Residential + Commercial) (FSI Area adm. 2243.81 Sq. mtrs.)

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the Said Property in accordance with the recitals hereinabove;

AND WHEREAS the Promoters are in possession of the Said Property.

AND WHEREAS the Promoters have propounded a Scheme of Construction on the Said Property by constructing a complex known as '**THE VAIDIKI SIGNATURE**' (Said Project) as per the plans sanctioned by competent authority the Promoters are entitled to construct buildings on the said property.

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of the Said Buildings (hereinafter referred to as "the Said Plans").

AND WHEREAS the Promoters have appointed Architect Mr. Dilip Tambday registered with the Council of Architects and the Promoters have appointed a R.C.C. Consultant **Mr. J.N. Choudhari** for preparation of the structural design and drawing of the buildings and the Promoters accepts the professional supervision of the Architect and the structural engineers.

AND WHEREAS the Promoters have undertaken to register/ registered the project under the provisions of the Act with the Real Estate Regulatory

Authority. The registration no. of the Project is _____ annexed at Annexure F.

AND WHEREAS the Promoters have provided to the Allottee/s the copy of order, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Allottee/s and the Allottee/s is/ are fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Allottee has seen the site of the Said Project and the work of construction of the Said Buildings being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the Promoters have given the clear inspection of the sanctioned plans to the Allottee/s which also includes the consumption and utilisation of the transfer of development rights also the future expansion buildings and have represented and brought to the notice of the Allottee/s and the Allottee/s is/are fully aware and having the correct knowledge that the scheme of construction undertaken by the Promoters on the Said Property as aforesaid including the number of buildings etc;

AND WHEREAS the Promoters have brought to the knowledge of the Allottee/s herein and the Allottee/s is/are aware that the Promoters during the course of construction and completion of the entire scheme of construction will acquire additional F.S.I., T.D.R., staircase F.S.I. and/or any other incentives and increase in F.S.I. as per the development rules and regulations applicable to the said property on the above recited buildings and will further avail, use and consume additional floor space index thereby constructing additional floors, apartments and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoters may deem fit and proper and the Allottee/s has/have accorded his / her express and irrevocable consent for the same.

AND WHEREAS by virtue of the Sale Deeds, Development Agreement/Power of Attorney & other deeds the Promoters have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoters on the

Said Property and to enter into Agreement/s with the Allottee(s) of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Village Forms VI and XII or any other relevant revenue record showing the nature of the title of the Promoters to the Said property on which the Apartments are constructed have been annexed hereto and marked as **Annexure A and B** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure D**.

AND WHEREAS the Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Buildings.

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

AND WHEREAS the Allottee/s has/have applied and offered to the Promoters for allotment of an Apartment No. onfloor in the building wing No. ____ known as _____ in the complex known as **“THE VAIDIKI SIGNATURE”**.

AND WHEREAS the Promoters have accepted the offer of the Allottee/s and agreed to allot an Apartment bearing number ____ on the ____ floor, (herein after referred to as the said “Apartment”) in the building wing No. ____ known as ____ in the complex known as **“THE VAIDIKI SIGNATURE”** (herein after referred to as the said “Building”) being constructed by the Promoters.

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

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

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

AND WHEREAS, under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Promoters hereby agree to sell and the Allottee/s hereby agree/s to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

1. The Promoters are entitled to construct buildings on the said property, in accordance with the plans, designs and specifications as approved by the Collector, Thane from time to time with only such variations and modifications as the Council may deem fit and the Allottee/s hereby consent to the same. The Allottee/s herein is/ are fully aware and having the full and absolute knowledge of the Scheme of construction, the Number of buildings and the Allottee/s herein along with the other Allottees will not raise any objection, hindrance or obstruction at the time of formation of society/condominium of apartments its conveyance, demarcation, grant of right of way, easementary rights and other benefits attached to the said different portions of land as described hereinabove.
2. The Allottee/s has/have prior to the execution of this agreement satisfied himself/herself/themselves with the title of the said property including the Agreements and other documents referred to hereinabove and the Allottee/s hereby agrees & confirms that he/she/they shall not be entitled to further investigate the title of the Promoters' right of development of the said property and no requisition or objection shall be raised by the Allottee on any matter relating thereto or howsoever in connection therewith.
3. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said

property and the said buildings and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said buildings shall be granted by the concerned local authority.

4. 1.a (i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s Apartment No. of carpet area admeasuring sq. meters on floor in the building wing No. ___ known as _____ in the complex known as **“THE VAIDIKI SIGNATURE”** (hereinafter referred to as "the Apartment") as described in Schedule “A” written hereunder and as shown in the Floor plan thereof hereto annexed and marked as Annexure(s) C-1 and C-2 for the consideration of Rs. including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith. (ii) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s covered parking spaces bearing Nos. ____ situated at _____ stilt being constructed in the layout for the consideration of Rs. _____/-. However, the Allottee/s of such Parking shall not enclose or cover the same without the written permission of the Promoters and/or the society or such body formed, as the case may be and other concern authorities.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs(Rupees) in the following manner :-

Sr. No.	Particulars
1	10% to be paid to the Promoter after execution of agreement

2	20% on plinth
3	___ % on casting of 1 st RCC Slab
4	___ % on casting of 2 nd RCC Slab
5	___ % on casting of 3 rd RCC Slab
6	___ % on casting of 4 th RCC Slab
7	___ % on casting of 5 th RCC Slab
8	___ % on casting of 6 th RCC Slab
9	___ % on casting of 7 th RCC Slab
10	___ % on casting of 8 th RCC Slab
11	___ % on casting of 9 th RCC Slab
12	___ % on casting of 10 th RCC Slab
13	___ % on casting of 11 th RCC Slab
14	___ % on casting of 12 th RCC Slab
15	___ % on casting of 13 th RCC Slab
16	___ % on casting of 14 th RCC Slab
17	___ % on walls and internal plaster
18	___ % on completion of staircases, lift wells and lobbies
19	___ % on external plumbing and external plaster, elevation, terraces with water proofing
20	___ % on lifts, water pumps, electrical fittings and entrance lobby/s
21	___ % Balance amount before handing over of the possession.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Cess or any other similar taxes

which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters up to the date of handing over the possession of the Apartment which the Allottee is liable to pay.

The transaction covered by this contract at present attracts GST at the rate of ____%. The Allottee in addition to the consideration of Rs. _____ as mentioned in clause 4.1.a (i) is liable to pay Rs. _____ towards GST as per the prevailing rate. It is agreed by the Allottee/s that by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for any tax/es and/or levies or by whatever named called, the Allottee along with the other Allottees of the building shall be liable to pay the same on demand.

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

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

1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall

refund the excess money paid by Allottee within ninety days from the date of demand by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

2.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the said property is _____ square meters only and Promoters has planned to utilize Floor Space Index of _____ Sq. Mtrs. including, by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the

said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the said Project and handing over the Apartment to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

(Explanation: Rate of interest payable by promoter to allottees or by allottees to the promoters shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 percent.

In case State Bank of India highest Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which SBI may fix from time to time for lending to general public.)

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and / or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at

the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to ___% of the total consideration payable hereunder as liquidated damages, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Apartment as are set out in Annexure E, annexed hereto.

6. Possession of the Apartment;

- a. The Promoters shall give possession of the Apartment to the Allottee on or before day of20.....excluding however any time consumed / delays caused by the concerned statutory authorities in issuing Completion Certificate / Occupancy Certificate, which is beyond the Control of the Promoters. If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the

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

(i) Non availability, delay in supply or situation, inflation in rates of steel, cement and other construction and building materials.

(ii) Force Majeure, War or similar situation, strikes, riots, accident or any Act of God.

(iii) Any notice, rules and regulations, order, delayed permission or any other order passed by any competent authority or court of law, tribunal or quasi-Judicial body authority or Promoter, the force majeure circumstances or conditions or events beyond the control of unforeseen by the party of the First Part.

(iv) Delay in issue of occupation certificate and/or other certificates or permissions, sanctions and approvals by the concerned local authority.

(v) Stay Order or litigation or cases, if any, filed by anybody else in respect of the said property in any Court.

b. **Schedule for possession of the common amenities:-** The Promoter herein is developing the said property having common amenities like landscape garden, fitness centre etc. the construction /development of the said common amenities will be completed in due course on the said property. The said amenities shall be shared across the Wing __, Wing __ and Wing __ of the said project. The Promoter assures to hand over possession of the said common amenities on _____. The Allottee/s herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities.

That the Allottees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the

said unit. However if the Promoters are not allowed by the Allottee/s or any person on his/their behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done by the Promoters.

7. **7.1 Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days (Fifteen days from the date of issue of such notice) and the Promoters shall give possession of the Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree/s to pay the maintenance charges as determined by the Promoter or association of allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the Apartment after clearance of all the dues, within 15 days of the notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from

the Promoters, compensation for such defect in the manner as provided under the Act.

Provided after receiving of the Apartments from the Promoters, any damage due to wear and tear of whatsoever nature caused thereto, the Promoters shall not be responsible for the cost of re-instating and repairing such damages caused by the Allottees and the Allottees alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Allottees shall not carry out any alterations of the whatsoever nature in the said apartments and specifically the structure of the said unit/wing/phase of the said building which shall include but not limit to column, beams etc., or in the fitting, therein, in particular it is hereby agreed that the Allottee shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alterations in the bathroom, toilet and kitchen which may result in seepage of the water. If any such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee for fit outs and interior works and that the said liability shall be of those responsibilities which are not covered under maintenance of the said unit/building as stated in the said agreement. That further it has been agreed by the Allottee that any damage or change done within the unit sold or in the building done by him/them or by any third person on and behalf of the Allottee then the Allottee expressly absolves the Promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoter.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/buildings/wings, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defect occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendor/manufacturers that all equipment's, fixtures and fittings shall

be maintained and covered by maintenance/ warranty contract so as it to be sustainable and in proper working condition to continue warranty in both, the flats and the common project amenities wherever applicable.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure build of the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

The Promoters shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees and construct such additional buildings thereon and that the Allottee/s has granted his/her/their express and irrevocable consent for the same.

8. The Allottee shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

9. FORMALTION OF ORGANIASATION OF APARTMENT HOLDERS:-

Considering that the Promoter herein is carrying on the construction/development on the said property in Phase wise manner and further to have the maintenance of building/s and common facilities more conveniently, there will be Co-operative Society or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said property.

The Allottee along with other Allottee (s) of Apartments in the building shall join in forming and registering the Society to be known by “**THE**

VAIDIKI SIGNATURE ” or as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee . No objection shall be taken by the Allottee , 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-operation Societies, as the case may be or any other Competent Authority.

10. CONVEYANCE OF THE SAID APARTMENT:-

The Promoter, shall execute conveyance deed of the project land within 3 months of obtaining completion/occupancy certificate of said buildings of the said project with proportionate undivided share in the Common Areas unto the society as may be formed for the said buildings of the said project for all the right, title and interest of the Promoters/ owners in the aliquot part of the said property i.e. said project. However, if the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in its favour till full and final settlement of all dues and registration charges to the Promoter is made by the Allottee.

The Allottee/s hereby declare that he shall not raise any objection to use the internal roads of his propose co-operative housing society by the members of the other co-operative housing societies which are situated in entire building project to be constructed thereon or the members of the buildings to be constructed on the other adjacent Plots by the promoter.

11. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association to be known by such name as the Promoters may decide and for this purpose

also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee 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, as the case may be, or any other Competent Authority.

11.1 The Promoters shall, after completion of all buildings of phase I,II and III cause to be transferred to the society or all the right, title and the interest of the Promoters in the said structure of the Building or wing in which the said Apartment is situated.

11.2 The Promoters shall, within three months of registration of the last Society, as aforesaid, cause to be transferred to the joint ownership of all the Societies of the said property, all the right, title and the interest of the Promoters in the said property on which the building are constructed.

11.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said property and Building/s namely property taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, common lights, repairs, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters provisional monthly contribution of Rs. _____/- per month towards the maintenance only. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society, as the case may be.

12. At the time of registration of conveyance of the structures of the building constructed in the said project, in the favour of each co-operative housing society or as the case may be, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. The Promoters shall execute the conveyance deed of the undivided proportionate land and common area in favour of the Association of Allottees or the competent authority, as the case may be, after completion of the last building in the said project and the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represents and warrants to the Allottee as follows:

- i. The Promoters has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said property or the Project;
- iv. There are no litigations pending before any Court of law with respect to the said property;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said buildings shall be obtained by following due process of law and the Promoters has been and shall,

at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;

- vi. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
- (b) The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme of Construction envisaged by the Promoters:
- a) a.1) The Promoters intend to and are developing the said property to be known as **“THE VAIDIKI SIGNATURE ”**;
 - a.2) The Promoters are entitled to construct Building/s on the said property as per the plans sanctioned in respect of the said property. The Said Buildings shall henceforth be collectively referred to as `the said buildings`. Moreover, as per provisions of the D. C. Regulations, the Promoters intend to acquire either

additional TDR in the form of FSI &/or additional FSI by paying premium to the Council/Competent Authority and consume and utilize the same on the said buildings.

- b) the Promoters shall be at liberty and be entitled to amend the lay-out plan of the said property as may be required by the Promoters at their sole discretion.
- c) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Council/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.
- d) the Promoters are having a scheme of Construction to be implemented on the said property. The commencement of construction, completion/possession etc of the buildings to be constructed on the said property will be spread over more than _____ years. The Allottee declares and confirms that he is aware that the building in which the said Apartment is located is developed by the Promoters have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Apartment is located and the ground area is not in proportion to each other and the Allottee shall not be allowed to claim any further or other right to the area other than the said Apartment. The Promoters have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the all societies of the project. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.
- e) The Promoters proposes to utilise any additional FSI that may be available to them either by way of Transfer of Development Right

(TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters proposes to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization and execution of Conveyance in its favour;

- f) The Promoters have the right to display advertisements hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the Allottees herein along with the other Allottee will not raise any objection for the same.
- g) The Promoters has clearly brought to the notice and knowledge of the Allottee and the Allottee is aware that the Promoters intend to complete the said buildings as per the sanctioned plans and permissions and the said property will be conveyed to such co-operative housing society/ Apex body as per the discretion of the Promoters and as and when the need arises and the above contents shall always form an integral part of further writings, deeds and documents including the final deed of conveyance and the same is clearly seen, verified and accepted by the Allottee herein and accordingly the Allottee has granted his/her express and irrevocable consent for the same and in terms of such contents the final Deed of Conveyance will be executed and registered.
- h) The Promoters are negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The Promoters shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees and construct such additional buildings thereon and that the Allottee/s has granted his/her/their express and irrevocable consent for the same.

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme

of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

- xi. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. The Allottee shall not claim any deduction in the cost of his / her Apartment on account of deletion of any item of construction as per his / her requirements, of the Allottee in his / her flat.
- xiv. If Additional amenities are required by the Allottee, then in that event the Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.
- xv. It is also understood and agreed by and between the parties hereto that the open terrace, E.P, balcony, dry balcony, cup-board appurtenant to/or in front of or adjacent to the Apartments in the said building, if any, shall be exclusively to the respective Allottees of the said Apartments and the same are intended for the exclusive use of the respective Apartments Allottees as shown in the Floor Plan.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. It is also agreed and understood that the Promoters will only pay the property tax for the unsold apartments and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said Apartment to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

17. The Allottee/s has/have seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Allottees of the premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

18. It is specifically declared that if the Promoters provides the facility of bore well then the Promoters shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Allottee herein along with the other Allottees shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoters for construction of other buildings in the adjoining properties.

19. It is brought to the notice of the Allottee/s that the electric meters of all the Apartment premises as well as the water meters will be in the name of the Promoters herein and the Allottee/s and / or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces will remain the property of the Promoters until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters executes this Agreement he/she/they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything

contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

22. **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

25. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:** 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

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

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

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

28. **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.

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

30. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoters name

(Promoters Address)

Notified Email ID: _____

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

32. **JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

33. **STAMP DUTY AND REGISTRATION:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee / promotor .

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

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

36. It is hereby made clear that the furniture lay out, colour scheme, elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Allottees and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in the Elevations, Designs and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Allottees.

37. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made there under.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the land bearing survey no. 45 Hissa no. 9/3 (old Survey no. 45/9/A), adm. 0H-55R-0P, lying, being and situate at Village/ Mouje Adivali Dhokali, Taluka Ambarnath, District Thane within the limits of Kalyan Dombivali Municipal Corporation, Dist.Thane, within the limits of Registration District Thane and Sub-Registration District Kalyan and bounded as under: -

On or towards East :

On or towards West :

On or towards South :

On or towards North :

SECOND SCHEDULE ABOVE REFERRED TO BE CONVEYED

All that piece and parcel of the land adm. 3968sq. mtrs. bearing survey no. 45 Hissa no. 9/3 (old Survey no. 45/9/A), , lying, being and situate at Village/ Mouje Adivali Dhokali, Taluka Ambarnath, District Thane within the limits of Kalyan Dombivali Municipal Corporation, Dist.Thane within the limits of Registration District Thane and Sub-Registration District Kalyan and bounded as under: -

THIRD SCHEDULE ABOVE REFERRED TO

Stilt parking, Passage, Open Space, Staircase, Lift , Terraces, Duct Area, Refugee Area, Common entrance and exit of buildings, Open parking areas, Common terrace spaces, installation of central services i.e. electricity, water, sanitation, underground water tank, overhead water tank, etc.

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

SIGNED & DELIVERED

by the within named Promoters

M/S. SHREE JARIMARI DEVELOPERS LLP

Through its Partner

SIGNED & DELIVERED

by the within named

Allottee/s

IN PRESENCE OF WITNESS:

1. _____

2. _____

SCHEDULE A

All that premises of Apartment No. of carpet area admeasuring sq. meters on floor in the building wing no. ___ known as _____ in the project known as **THE VAIDIKI SIGNATURE** on property bearing Survey No.. 45 Hissa no. 9/3 (old Survey no. 45/9/A), lying, being and situate at Village/ Mouje Adivali Dhokali, Taluka Ambernath, District Thane within the limits of Kalyan Dombivali Municipal Corporation, Dist. Thane.

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RECEIPT

Received of and from the allottee/s above named the sum of Rs. _____
on execution of this agreement towards Earnest Money deposit or application
fee.

I say received

Promoters signature

Housiey.com

ANNEXURE A

(Title Certificate)

ANNEXURE B

(Authenticated copy of the Property card or 7/12 extracts)

ANNEXURE C-1

(Authenticated copy of the plans of the layout as approved by concerned local authority)

ANNEXURE C-2

(Authenticated copy of the plans of the layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority)

ANNEXURE E

(Specifications and amenities for the apartment)

ANNEXURE F

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