

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Dombivli, District Thane, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### **BY AND BETWEEN**

**M/S. SAI BALAJI ENTERPRISES**, a Partnership Firm, duly incorporated and registered under the provisions of Indian Partnership Act, 1932, bearing PAN - ACZFS3805Q, having its principal place of business at "Shop No. 4, Nandadeep Arcade, Near Gokul Bungalow, Mahatma Phule Road, Vishnu Nagar, Dombivli West, Taluka Kalyan, District Thane 421202", through its Authorized Partner MR. \_\_\_\_\_, Adult, Indian Inhabitant, hereinafter called and referred to as "**PROMOTERS**" (which expression shall unless it be repugnant or contrary to the context or meaning thereof and with all its grammatical variations and cognate expressions, be deemed to mean and include all its existing partners, incoming partners, surviving partners, their respective heirs, executors, administrators, successors-in-title, nominees and assigns) **OF THE ONE PART;**

**AND**

**(1) MR./MRS.\_\_\_\_\_**, Age - \_\_\_\_\_ years, Indian Inhabitant, PAN - \_\_\_\_\_, **(2) MR./MRS.\_\_\_\_\_**, Age - \_\_\_\_\_ years, Indian Inhabitant, PAN - \_\_\_\_\_, both having address at \_\_\_\_\_, hereinafter called and referred to as the "**PURCHASER/S**" (which expression unless excluded by or repugnant or contrary to the context or meaning thereof and with all its grammatical variations and cognate expressions, shall mean and include his/her/their respective heirs, executors, administrators, successors and assigns) **OF THE OTHER PART.**

### **WHEREAS:**

#### **A. DESCRIPTION OF PROPERTY:**

All that piece and parcel of freehold land situated at Revenue Village Kanchangaon, Taluka Kalyan, District Thane being -

<b>Sr.</b>	<b>Old Survey No./ No.</b>	<b>New Survey No./ Hissa No.</b>	<b>Area</b>
1	102/2(pt)	30/2A(pt)	650 sq. mtrs. out of total area 5620 sq. mtrs.
2	102/3(pt)	30/3(pt) i.e. 30/3/A	750 sq. mtrs.
3	102/3	30/3(pt) i.e. 30/3/B	770 sq. mtrs.
4	102/4	30/4	20 sq . mtrs.
5	102/5	30/5	50 sq. mtrs.
6	102/6	30/6	840 sq. mtrs.

totally admeasuring 3080 square meters and within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane and Sub Registration District Kalyan, hereinafter called and referred to as the "**SAID PROPERTY**" and more particularly described in the FIRST SCHEDULE hereunder written.

#### **B. RECITALS:**

##### **B1 DEVOLUTION OF TITLE**

- (i) Smt. Thakubai Gaoru Patil and Others are the absolute owners of and are well and sufficiently entitled to all that piece and parcel of the Said Property being non-agricultural freehold land bearing Old Survey no. 102, New Survey No. 30, Hissa Nos. 2A(part), 3/A, 3/B, 4, 5 & 6, Admeasuring 650 sq. mtrs., 750 sq. mtrs., 770 sq. mtrs., 20 sq. mtrs., 50 sq. mtrs., and 840 sq. mtrs. respectively, totally admeasuring 3080 square meters, lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane, more particularly described in the FIRST SCHEDULE hereunder written.
- (ii) By virtue of Development Agreement dated 21/10/2016 duly executed by and between Smt. Thakubai Gaoru Patil & others, therein as the Owners and M/s. Sai Balaji Enterprises, through its Partner Mr. Sanjay Ramnarayan Singh, therein as the Developers and herein as the Promoters, the said

owners granted and assigned development rights with respect to the Said Property alongwith other properties more particularly described in the said Development Agreement to the Promoters herein for the consideration and upon the terms and conditions contained therein. The said Development Agreement dated 21/10/2016 is duly registered in the office of Sub-Registrar of Assurances, Kalyan – 4 at Serial No. KLN4-8564-2016 dated 21/10/2016. The said Development Agreement dated 21/10/2016 is legal, valid, subsisting and enforceable under law.

- (iii) In pursuance of the said Development Agreement, Smt. Thakubai Gaoru Patil and others have duly executed and registered an Irrevocable Power of Attorney dated 21/10/2016 unto and in favour of M/s. Sai Balaji Enterprises, therein as the Developers and herein as the Promoters, granting full power and absolute authority with respect to the development of the Said Property alongwith other properties more particularly described in the said Irrevocable Power of Attorney to the said Developers. The said Irrevocable Power of Attorney dated 21/10/2016 is duly registered in the office of Sub-Registrar of Assurances, Kalyan-4 at Serial No. KLN4-8565-2016 dated 21/10/2016. The said Irrevocable Power of Attorney dated 21/10/2016 is legal, valid, subsisting and enforceable under law.
- (iv) Pursuant to the said Development Agreement and Irrevocable Power of Attorney both dated 21/10/2016, the name of M/s. Sai Balaji Enterprises, the Promoters herein, have been entered and recorded in the other rights column in the 7/12 extract pertaining to the Said Property vide Mutation Entry no. 826 dated 23/11/2017.
- (v) By virtue of the above mentioned Development Agreement and Irrevocable Power of Attorney both dated 21/10/2016 and other antecedent documents and writings, the Promoters are entitled to develop the Said Property more particularly described in the FIRST SCHEDULE hereunder written. The Promoters herein are authorized and permitted to assign, sell and transfer on ownership basis, various flats, apartments, tenements and other units in the buildings and structures to be constructed by the Promoters at its own cost on the Said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoters and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchasers/transferees of the same. The Promoters herein are entitled to hand over possession of various flats, apartments, tenements, units,

premises constructed/provided thereon to the Purchasers/transferees/Allottees thereof subject however, upon obtaining requisite statutory permissions and sanctions.

## **B2 APPROVALS AND PERMISSIONS:**

- (i) Pursuant to the said Development Agreement and Irrevocable Power of Attorney both dated 21/10/2016 executed by the Promoters herein with the said owners for development of the Said Property, the said Promoters applied for and obtained permission from the Office of the Tahsildar & Executive Magistrate Kalyan, Taluka Kalyan bearing no. Mahsul/T-2/Land/Conversiontax/SR-67/2018 dated 01/02/2019 for application of Conversion Tax for Non-Agricultural use of the Said Property in accordance with the provisions of Maharashtra Land Revenue Code, 1966 and Maharashtra Regional Town Planning Act, 1966.
- (ii) The Kalyan Dombivli Municipal Corporation has granted Building Construction Permission/Commencement certificate bearing no. KDMC/TPD/BP/DOM/2021-22/42 dated 25/11/2021 and thereby sanctioned permission and approval on Building plans for construction of "A" Wing building consisting of Stilt (part), Ground (part) + 1<sup>st</sup> (First) Floor to 15<sup>th</sup> (Fifteenth) Floor (Residential + Commercial) and "B" Wing building consisting of Stilt + 1<sup>st</sup> (First) Floor to 14<sup>th</sup> (Fourteenth) Floor (Residential) totally admeasuring 8956.29 square meters construction area on the Said Property in accordance with the provisions of Development Control Regulations and upon the terms, conditions and obligations as laid down under the said Building Construction Permission. The above mentioned Building construction permission and Building Plans, drawings and designs are legal, valid, subsisting and enforceable under law.
- (iii) The Kalyan Dombivli Municipal Corporation has approved plans, drawings, designs, specifications, elevations, sections and details of the said new building and while approving and sanctioning the same the said Planning Authority has laid down certain terms, conditions, stipulations, obligations and restrictions which are to be strictly observed, performed and complied by the Promoters. Upon due observance, performance and compliance of the terms and conditions laid down by the Kalyan Dombivli Municipal Corporation and/or Concerned Authorities, the Completion and Occupation Certificates shall be granted by the said Planning Authority. The Promoters have specifically reserved right to carry out necessary amendment and

changes in the building plans. The Promoters have commenced construction work of the said new building in accordance with the said plans, designs, specifications and permissions and as per the rules and regulations laid down by the Kalyan Dombivli Municipal Corporation and/or Concerned Authorities.

**B3 PROJECT:**

- (i) Pursuant to the rights and authorities acquired by Promoters under relevant Development Agreement and other related documents, the Promoters are entitled to develop the Said Property, by constructing thereon a building having "A" Wing consisting of Stilt (part), Ground (part) + 1<sup>st</sup> (First) Floor to 15<sup>th</sup> (Fifteenth) Floor (Residential + Commercial) and "B" Wing consisting of Stilt + 1<sup>st</sup> (First) Floor to 14<sup>th</sup> (Fourteenth) Floor totally admeasuring 8956.29 square meters construction area consisting of flats/apartments, tenements, dwelling units, commercial premises, balconies, staircases, passages, lobbies, ducts, open terrace, and other premises of all kinds, for residential and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, to be known as "**BALAJI GOVIND**" and hereinafter called and referred to as the "**SAID PROJECT**". The Promoters have been developing the said Project for the purpose of selling, transferring and conveying the Residential Flats, apartments, tenements, dwelling units, commercial premises and other premises to the prospective purchasers, allottees and other transferees and also are entitled to sign and execute necessary agreements, deeds, documents and writings with the purchasers/transferees/allottees of the said residential flats, apartments, tenements, dwelling units, commercial premises and other premises.
- (ii) The Promoters, in terms of the above Development Agreement and Irrevocable Power of Attorney, sanctions and approvals are entitled to develop the Said Project on the Said Property and carry out the construction of the said building on the above Said Property by seeking, revisions, extensions, expansions, modification from time to time as per the provisions of law and to dispose of the residential flats, apartments, tenements, dwelling units, commercial premises and other premises constructed in the buildings on ownership basis and to enter into agreements with the prospective Purchasers/Allottees and to receive the sale price in respect thereof and upon such disposal of the residential flats, apartments,

tenements, dwelling units, commercial premises and other premises to convey the Said Property together with the building constructed thereon in favour of the Co-operative Housing Society or Federation or Association or Apex Body of all those several persons acquiring the respective residential flats, apartments, tenements, dwelling units, commercial premises and other premises as per the provisions of the said RERA act, rules and regulations made thereunder.

**B4 BUILDING PLANS/LAYOUT PLANS:**

- (i) The Promoters have specifically made it clear and also brought to the knowledge and understanding of the Purchasers/Allottees that some portion of the Said Property is affected by D P Road, and therefore the Promoters have duly handed over the said Road Set Back area to the Kalyan Dombivli Municipal Corporation and in lieu of the same, the Promoters have availed the benefit of the said Road Set back area and the same shall be utilized on the Said Property for the purpose of construction of the said building known as "BALAJI GOVIND". The Promoters have further made it clear and also brought to the knowledge of the Purchasers/Allottees that due to the handing over of Road Set back area, the calculation of area for the purpose of final conveyance / transfer in favour of the co-operative housing society or corporate body or condominium or apex body shall vary from the area of the Said Property.
  
- (ii) The Promoters have specifically made it clear and also brought to the knowledge and understanding of the Purchasers/Allottees that the Promoters shall be amalgamating the Said Property alongwith any other adjacent or adjoining land/s or property/s and shall be availing benefits of Basic FSI, additional FSI, Staircase FSI, Premium FSI, Ancillary FSI, Road Set back area, Transferable Development Rights and thereby obtain permission of construction of single building and/or multiple buildings on such amalgamated lands in accordance with the permissions and sanctions of the Concerned Authorities. The Purchasers hereby agree that, it shall not be incumbent on the part of Promoters to seek consent of Purchaser/s for any such amalgamation of lands and utilization of FSI / TDR benefits in the manner as may be permissible under Unified Development Control and Promotion Regulations and other relevant laws.

(iii) The Promoters have further made it clear and also brought to the knowledge and understanding of the Purchasers/Allottees that layout plans and building plans may be changed due to any directions/conditions imposed by the Municipal Corporation and/or concerned local authority/ies at any stage of the proposed development. The Purchasers hereby agree that, it shall not be incumbent on the part of Promoters to seek consent of Purchaser/s for the purpose of making any changes, alterations or modifications in order to comply with such directions, conditions and changes. The building plans/ layout plan of the Said Project as may be amended or revised and approved from time to time shall supersede the presently sanctioned building plans.

(iv) The Promoters have also made it clear and brought to the knowledge and understanding of the Purchasers/Allottees that the internal roads, tunnels, underground *nullas*, drainage system, water supply pipelines, electric sub-station, sewerage treatment plant, waste processing and disposal plant and such other common infrastructural and environmental facilities shall be jointly or commonly used and utilized by adjoining property and/or layout schemes as may be deemed appropriate by the Promoters. The Purchasers hereby agree that, it shall not be incumbent on the part of Promoters to seek consent of Purchaser/s for such joint or common utilization of such infrastructural and environmental facilities.

#### **B5 ARCHITECT AND STRUCTURAL CONSULTANT:**

The Promoters have entered into a standard agreement with its Certified Architect, viz. **M/S. STHAPATYA NIRMAN**, through Architect Mr. Shirish Nachane (hereinafter referred to as "**The Architect**"), who is registered with the Council of Architects, and the Promoters have also appointed a Structural Engineers **M/S. SHANTI CONSULTANTS**, through their Structural Engineer Mr. Arvind Patel (hereinafter referred to as "**The RCC Consultant**") for the preparation of the structural designs and drawings of the said new building.

#### **B6 PREMISES DETAILS:**

(i) The Purchaser/s has/have applied to the Promoters for allotment of Residential Flat / Commercial Shop bearing No. \_\_\_\_\_, on the \_\_\_\_\_ floor, in the \_\_\_\_\_ wing, admeasuring \_\_\_\_\_ square feet of carpet area i.e.

\_\_\_\_\_ square meters (as defined under RERA) + \_\_\_\_\_ square feet balcony along with \_\_\_\_\_ square feet attached terrace for exclusive use alongwith Car Parking Space bearing no. \_\_\_\_\_, in the building Known as "**BALAJI GOVIND**" and as shown in the floor plan thereof hereto annexed (hereinafter called and referred to as the "**SAID FLAT**" / "**SAID SHOP**") and more particularly described in SECOND SCHEDULE hereunder written (*Car Parking Space, if purchased / allotted, shall be duly reserved by Car Parking Allotment Letter issued by the Promoters separately*).

(ii) Relying upon and believing the representations and assurances made by the Purchaser/s under the above mentioned application for allotment, the Promoters herein have agreed to allot, sell and transfer the Said Flat / Said Shop for the lumpsum Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** subject to charges as mentioned in the Payment Schedule and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

(iii) Upon request of the Purchaser/s, the Promoters have given inspection of the construction site of the Said Project and that the Purchaser/s represent, declare and assure that the Purchaser/s is/are fully satisfied with the plans, designs and drawings of the Said Project building known as "**BALAJI GOVIND**" to be constructed on the Said Property and are also satisfied with the quality of building materials proposed to be used for construction work of the Said Flat / Said Shop such as sand, bricks, cement, cement blocks, steel, floor tiles, bathroom fittings, doors, window panels, kitchen platform, and all other fittings, fixtures and furniture and are also satisfied with quality of construction work of the Said Project and that the same have been verified by the Purchaser/s. The Purchaser/s further represent, declare and assure that the Purchaser/s has/have verified and are satisfied with the electric connection, water supply connection, rain water harvesting system, Solar system, Fire fighting system, lift, overhead water tanks, underground water tanks, and all external amenities and facilities including safety norms proposed to be provided by the Promoters for the Said Project. The Purchaser/s further represent, declare and assure that the Purchaser/s has/have agreed to purchase the Said Flat / Said Shop only upon satisfaction as to quality of construction work, amenities, facilities and safety systems as agreed to be provided herein by the Promoters and not through any visible representations or advertisements encountered by the Purchaser/s pertaining to the Said Project proposed to be constructed on the Said Property and that the Purchaser/s has/have acknowledged the same.

(iv) The Promoters have clearly brought to the notice and knowledge of the Purchaser/s that all external common infrastructural and environmental facilities and amenities of the present construction scheme proposed to be constructed on the Said Property will be used, utilized, availed and shared by the Allottees / Purchasers / Occupants of the said new building proposed to be constructed on the Said Property and/or such new buildings proposed to be constructed on amalgamated properties and that the Purchaser/s herein along with the other Allottees/Purchasers shall not raise any objection, hindrance and/or obstruction for such use of the facilities by the other Allottees/Purchasers and the Purchaser/s herein has/have granted his/her/their express, unconditional and irrevocable consent for the same and agree and assure that the Purchaser/s shall abide by the present covenant.

(v) The Promoters are entitled to develop the Said Project being "BALAJI GOVIND" on Said Property and carry out the construction of the Said Project at their own costs, charges and expenses and to dispose off the residential flats, commercial units, apartments, tenements, dwelling units and other premises constructed in the Said Project on ownership basis and to enter into agreements with the prospective Purchasers/Allottees and to receive the sale price in respect thereof and upon such disposal of the flats, shops, units, premises to form and register a Co-operative Housing Society or Corporate Body or Association or Condominium as the case may be within such period and in such manner as stipulated under the said RERA Act and shall further execute and register and/or cause to be executed and registered a Deed of Conveyance of the Structure of the Said Project building in favour of such Co-operative Housing Society or Association or Corporate Body, and shall further form and register an Apex Body or Federation or Holding Company as the case may be and shall further execute a Deed of Conveyance of the Stilt constructed structure of the Said Project and the Said Property in favour of such Apex Body or Federation or Holding Company of the said entire undivided and inseparable land underneath the said buildings proposed to be constructed on the Said Property within such period and in such manner stipulated, provided and prescribed under the provisions of Real Estate (Regulation and Development) Act, 2016, Maharashtra Real Estate (Regulation and Development) Rules 2017 and guidelines given by the Concerned Authority from time to time.

**B7 INSPECTION OF DOCUMENTS BY PURCHASER/S:**

(i) The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s, of all the revenue records such as 7/12 extract, mutation entries, 8A extract and other related papers, Development Agreement and other documents, sanctioned plans, drawings and designs, Building Construction permission/s and documents of title relating to the Said Property described in the First Schedule hereunder written, which entitles Promoters to allot, sell and transfer the Said Flat / Said Shop constructed on the basis of plans, drawings, designs, permissions and specifications of the said new building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder. The Purchaser/s are satisfied with the title documents furnished by the Promoters in respect of the development of the Said Property. The Purchaser/s has/have apprised himself/herself/themselves of the applicable laws, notifications and rules applicable to Said Property and the Said Project and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser/s in this regard.

(ii) The Promoters have annexed to this presents the authenticated copies of the following documents pertaining to the Said Project :

- (a) Certificate of Title issued by advocate of the Promoters;
- (b) 7/12 extracts;
- (c) Permission for Non-agricultural use and Conversion Tax;
- (d) Index II of Development Agreement;
- (e) Index II of Irrevocable Power of Attorney;
- (f) Building Construction Permission / Revised Permissions;
- (g) Sanctioned Building Plan / Revised Plans;
- (h) Floor Plan exhibiting the Said Flat / Said Shop.

**B8 AUTHORITY TO SIGN:**

The Purchaser/s has/have represented and warranted to Promoters that Purchaser/s has/have the power, competence and authority to enter into and perform this Agreement and has clearly understood his/her/their rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

**B9 REGISTRATION OF PROJECT:**

MAHARERA has granted registration certificate in respect of Said Project bearing registration no. \_\_\_\_\_.

**B10 GOVERNING ACT:**

The present transaction is governed under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Rules (MahaRERA) thereunder and also Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules made thereunder. Accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

**NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:**

**ARTICLE 1**

**INTERPRETATION AND DEFINITIONS**

- 1.1** 'Agreement' shall mean this Agreement for Sale, which is executed by and between Promoters and Purchaser/s.
- 1.2** All Annexures, Schedules and documents referred in this Agreement and recitals referred herein above shall form an integral part of this Agreement and the interpretation of this Agreement shall be read and construed in its entirety.
- 1.3** 'Carpet Area' shall mean the carpet area as defined under RERA which is inclusive of area covered by internal walls of the concerned premises. The carpet area is calculated for bare shell unit excluding finishes, skirting, ledge walls, wall tiles, granite & marble frames.
- 1.4** 'Date of Possession' shall mean \_\_\_\_\_ being the date of possession as communicated to Purchaser/s in the offer letter for possession to be issued by Promoters.

**1.5** 'Instalments' shall mean the consideration to be paid as per the instalments detailed out in the Present Agreement.

**1.6** 'Maintenance Agency' shall mean the agency and/or individual/s appointed by Promoters for carrying out the day to day maintenance and upkeep of the common areas of Building and Project.

**1.7** 'Singular' shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.

## **ARTICLE 2**

### **SALE**

The Promoters hereby agree to allot, sell, assign and transfer the Residential Flat / Commercial Shop bearing No. \_\_\_\_\_, on the \_\_\_\_\_ floor, in the \_\_\_\_\_ Wing, admeasuring \_\_\_\_\_ square feet of carpet area i.e. \_\_\_\_\_ square meters (as defined under RERA) + \_\_\_\_\_ square feet balcony along with \_\_\_\_\_ square feet attached terrace for exclusive use, alongwith Car Parking Space bearing no. \_\_\_\_\_, of the said building in the Project Known as "**BALAJI GOVIND**" and as shown in the floor plan thereof hereto annexed (hereinafter called and referred to as the "**SAID FLAT**" / "**SAID SHOP**") (*Car Parking Space, if purchased / allotted, shall be duly reserved by Car Parking Allotment Letter issued by the Promoters separately*) and more particularly described in SECOND SCHEDULE hereunder written in favour of the Purchaser/s. The amenities to be provided by Promoters in respect of the Said Flat / Said Shop are those that are set out in **List of Amenities** annexed to this Agreement.

## **ARTICLE 3**

### **CONSIDERATION AND PAYMENT TERMS**

**3.1 Consideration:**

(i) The Purchaser/s agree/s to pay to the Promoters for the purchase of the Said Flat / Said Shop lumpsum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the

**'Consideration'**) along with payables, as per the payment schedule mentioned in the present Agreement.

### **PAYMENT SCHEDULE**

<b>SR. NO.</b>	<b>INSTALMENTS</b>	<b>PERCENTAGE</b>
1.	At the time of Booking of Said Flat / Said Shop	
2.	At the time of execution of present agreement.	
3.	On Commencement of Plinth.	
4.	On Commencement of 1 <sup>st</sup> slab	
5.	One Commencement of 2 <sup>nd</sup> slab	
6.	On Commencement of 3 <sup>rd</sup> slab	
7.	On Commencement of 4 <sup>th</sup> slab	
8.	On Commencement of 5 <sup>th</sup> slab	
9.	On Commencement of 6 <sup>th</sup> slab	
10.	On Commencement of 7 <sup>th</sup> slab	
11.	On Commencement of 8 <sup>th</sup> slab	
12.	On Commencement of 9 <sup>th</sup> slab	
13.	On Commencement of 10 <sup>th</sup> slab	
14.	On Commencement of 11 <sup>th</sup> slab	
15.	On Commencement of 12 <sup>th</sup> slab	
16.	On Commencement of 13 <sup>th</sup> slab	
17.	On Commencement of 14 <sup>th</sup> slab	
18.	On Commencement of 15 <sup>th</sup> slab	
19.	On Commencement of 16 <sup>th</sup> slab	
20.	On Commencement of Brick/Block work	
21.	On Commencement of work of internal and external plaster	
22.	On Commencement of Flooring and Tiling	
23.	At the time of Possession	
<b>TOTAL</b>		<b>100%</b>

(ii) The Purchaser/s shall be required to pay applicable Goods and Service Tax (GST) along with relevant instalments. The amount of GST shall vary from time to time as per the future revisions in the rates and rules and in accordance with directions of the Government in that regard from time to time. The Purchaser/s agree/s to pay to the Promoters Goods and Service Tax (GST) and/or such other taxes, levies, cess, etc. to the Promoters alongwith the installments of payment of consideration as mentioned under the Payment Schedule, and/or in such manner as may be decided by the Promoters.

(iii) Consideration as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities and would include (but not limited to), taxes like GST and any other tax, both present and future, as may be applicable from time to time, and same shall be separately charged and recovered from Purchaser/s. The Purchaser/s shall be responsible for deduction of TDS, if any applicable, for every instalment paid and payable to the Promoters as per the applicable rules and shall also be responsible for submission of TDS Certificate issued by the competent authority within a period of fifteen days from the payment of every concerned instalment.

### **3.2 Amount received:**

The Purchaser/s has/have paid sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for purchase of the Said Flat / Said Shop to Promoters, the receipt whereof, Promoters do hereby admit and acknowledge and forever acquit, release and discharge the Purchaser/s of from and against the same. The Purchaser/s agree/s to pay the balance consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as per the Payment Schedule mentioned hereinbefore.

### **3.3 Development Charges, Society Registration Charges, etc:**

(i) The Development Charges for the development of the Project which is to be paid to the Municipal Corporation, Government, Local Authority and service providers shall be collectively referred as Development Charges and the same will be reimbursed by the Purchaser/s to the Promoters on the basis of the rate charged by the Concerned Authorities and Departments and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser/s, as and when demanded by the

Promoters and the payment shall be made by Purchaser/s on or before the date mentioned in the intimation/demand letter issued by the Promoters. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser/s without any interest.

(ii) The Purchaser/s, simultaneously with the execution hereof, but in any event before taking possession of the Said Flat / Said Shop, shall pay the following amounts to the Promoters:

(a) Rs. \_\_\_\_\_/- towards share money, application and entrance fee of the Society / Organization.

(b) Rs. \_\_\_\_\_/- towards Formation and Registration of the Society / Apartment / Organization and Legal Charges in connection therewith.

(c) Rs. \_\_\_\_\_/- towards Legal Fees.

The Promoters shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Promoters shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser/s shall not be entitled to raise any objection or grievance in respect of the same.

### **3.4 Advance Maintenance Charges, Maintenance Management Fee, Other Charges, etc.:**

(i) The Purchaser/s, simultaneously with the execution hereof but in any event before taking possession of the Said Flat / Said Shop, shall pay such amounts to the Promoters as may be decided by the Promoters towards electric meter installation and security Deposit/charges for the meter payable to MSEB and erection of transformer, cable laying etc., towards proportionate share of Development Charges and including premium payable to Local Authority, towards Water Connection Charges and Deposit, GST and other taxes and charges levied by Government and Local Authorities & proportionate Building Insurance Premium to be paid.

(ii) The Purchaser/s shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the Said Flat / Said Shop. If, however, at any time the

amounts paid or deposited by the Purchaser/s shall be found short or deficit, the Purchaser/s shall on demand by the Promoters deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.

- (iii) The Promoters shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser/s of the residential units and other premises in the Said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the Said Property with the new building constructed thereon to the Said Co-operative Society/ Condominium/Organization/Corporate Body to be formed by the Purchaser/s of premises in the building/s in the Said Project, the Promoters shall render a consolidated account to Said Co-operative Society/ Condominium/Organization/Corporate Body and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated accounts to Said Co-operative Society/ Condominium/Organization/Corporate Body and settlement of accounts with them shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections to the individual Purchaser/s of flats / shops/ premises entitled for such refund, and the Purchasers/Allottees of residential flats / commercial shops / premises shall make up and adjust their respective accounts amongst themselves as members of Said Co-operative Society/ Condominium/Organization/Corporate Body. The amounts so collected by the Promoters under the provisions of this agreement or otherwise howsoever shall not carry any interest.
- (iv) The Promoters shall engage a Maintenance Agency to maintain the Said Project building and the common amenities and facilities in the Said Project. The Promoters shall levy and collect and the Purchaser/s shall duly pay to the Promoters such amounts of monthly maintenance management fee or charges calculated @ Rs.\_\_\_\_/- per square feet in respect of the Said Flat / Said Shop and as may be levied by the Promoters. The Promoters shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser/s of the residential units and other premises in the Said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the Said Property with the new building constructed thereon to the Said Co-operative Society/ Condominium/ Organization/ Corporate Body to be formed by the Purchaser/s of the residential flats / premises in the building/s in the said Project, the Promoters shall render a consolidated account to Said Co-operative Society/ Condominium/ Organization/ Corporate Body and pay over to them the excess, if any, of

such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Co-operative Society/ Condominium/ Organization/ Corporate Body and settlement of account with them shall discharge the Promoters of their responsibility, to refund excess, if any, out of such collections.

### **3.5 Failure/Delay in Payment:**

- (i) Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser/s obligations to pay the Consideration as provided in the Payment Schedule along with other payments such as, applicable stamp duty, registration fee and other charges and also Goods and Service Tax (GST) and other taxes on or before the due date or as and when demanded by Promoters, as the case may be and also to perform, observe and comply all the other terms, conditions and obligations of Purchaser/s under this Agreement. The Purchaser/s hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Promoters and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Agreement by Purchaser/s.
- (ii) Payment of instalments, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) issued by the Promoters from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due dates. The Promoters may, at their sole option and discretion, waive in writing the breach by the Purchaser/s of not making payments as per the schedule of payments mentioned herein, but on condition that the Purchaser/s are liable to pay interest at 18% per annum or at such rate prescribed by Real Estate Regulatory Authority from time to time on the amount due which shall be calculated from the date on which the amount was due till the date of payment (both days inclusive).
- (iii) Upon non-receipt of the instalment within due date, Promoters may issue a notice to Purchaser/s to pay the amounts due within 15 (fifteen) days of due date after which the Promoters may issue cancellation/termination letter.

The Purchaser/s shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 3.5 (ii) herein. However, it is agreed between the parties that the Promoters shall adjust the amounts due from Purchaser/s first towards the interest due, if any, applicable taxes and then towards the Consideration.

- (iv) However, if the instalments/payments are not received within 15 (fifteen) days from the due date or in the event of breach of any of the terms and conditions of this Agreement by Purchaser/s, the Promoters shall issue pre-cancellation letter / demand letter and the Purchaser/s shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion of the Promoters. The Promoters shall issue a cancellation/ termination letter without any further notice to Purchaser/s. Upon such cancellation/termination, the Promoters shall refund the amount paid by Purchaser/s without interest subject to forfeiture of 10% (Ten per cent only) of the Consideration towards cancellation charges.
- (v) Upon such cancellation, Purchaser/s shall be left with no right or lien on the Said Flat / Said Shop except that of receiving refund, if any, as per the terms of the present agreement. The balance amount shall be refundable to Purchaser/s without any interest, within 60 days of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with the Promoters as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligations on the part of the Promoters or its employees or representatives and Purchaser/s will not raise any objection or claim on the Promoters in this regard. The Promoters may at their sole discretion condone the breach committed by Purchaser/s and may revoke cancellation of the allotment provided that the Said Flat / Said Shop has not been re-allotted to other person till such time and Purchaser/s agree/s to pay the unearned profits (difference between the booking price and prevailing consideration) in proportion to total amount outstanding on the date of restoration and subject to such additional or revised conditions/undertaking as may be decided by the Promoters. The Promoters may at its sole discretion waive the breach by Purchaser/s for not paying the instalments as per the Payment Schedule but such waiver shall not mean any waiver in the interest amount and Purchaser/s have to pay the full amount of interest due thereon.

- (vi) Upon cancellation of booking, the Promoters shall be at a liberty to sell/assign or otherwise dispose of the Said Flat / Said Shop to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoters may in its sole, absolute and unfettered discretion think fit and proper and Purchaser/s shall not be entitled to raise any objection or dispute in this regard.
- (vii) The Purchaser/s agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement. Balance amount, if any shall be paid to Purchaser/s only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid and upon sale of the Said Flat / Said Shop to any prospective Purchaser/s. In the event of cancellation of the present Agreement as aforesaid, the Promoters shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Office of Sub Registrar of Assurances.

### **3.6 Time is the Essence:**

The timely payment of Instalments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser/s to comply with the terms of payment and the other terms and conditions of the present Agreement. If there is any delay or default in making payment of the Instalments on time by Purchaser/s, then Purchaser/s shall, subject to the consequences as mentioned in Clause No. 3.5 of the present Agreement, at the sole discretion of Promoters, be liable to pay interest on the amount due as per the interest rate mentioned in clause No. 3.5 (ii) from the date on which the amount falls due till the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser/s, shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards consideration along with taxes applicable.

### **3.7 Alteration in the Layout Plans and Design:**

- (i) Purchaser/s agrees/s and confirm/s that if in the event of increase/decrease in the RERA Carpet Area up to 3% of the Said Flat / Said Shop, then the same shall be acceptable to Purchaser/s and no charges/refund as the case may be will be made.

(ii) It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be binding on the Purchaser(s).

Provided that the Developers shall have to obtain prior consent in writing of the Purchasers in respect of variations or modifications which may adversely affect the Apartment of the Purchasers except any alteration or addition required by any Government authorities or due to change in law.

### **3.8 Mode of Payment:**

All Demand Drafts/Pay Order/Cheques are to be made in favour of

**"M/S. SAI BALAJI ENTERPRISES"**

payable at A/c no. \_\_\_\_\_

of \_\_\_\_\_ Bank, \_\_\_\_\_ Branch.

If any of the cheques submitted by Purchaser/s to Promoters are dishonoured for any reasons, then the Promoters shall intimate Purchaser/s of the dishonor of the cheque and Purchaser/s would be required to tender a Demand Draft of the same amount to the Promoters within ten (10) days from the date of dispatch of such intimation by the Promoters and the same shall be accepted subject to 'Dishonour Charges' of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) excluding service tax for each dishonour. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of the Promoters.

### **3.9 Payment of Costs:**

(i) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Deed of Conveyance/ Deed of Structural Conveyance/ Assignment/ Transfer in favour of the Said Society shall be borne by Purchaser/s. However, it shall be the obligation and responsibility of the Promoters to execute and register a Deed of Conveyance/ Deed of Structural Conveyance/ Assignment/ Transfer in favour of the Said Society at the cost and expenses of

Purchaser/s, which shall be executed within the time as specified by the Promoters.

- (ii) Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the Said Property or the Said Building or the Said Flat / Said Shop as a consequence of Government, Statutory or any other order of the Local Government and/or Concerned Authority, the same if applicable, shall also be paid by Purchaser/s, on the pro rata basis.
- (iii) All statutory charges, GST and other charges and levies as demanded or imposed by the Concerned Authorities shall be payable proportionately by Purchaser/s from the date of booking/ application as per demand raised by the Promoters.

### **3.10 Car Parking:**

The Purchaser/s agree and confirm that the Promoters have provided for limited Car Parking Spaces in the Said Project as per the Development Control Rules of the Kalyan Dombivli Municipal Corporation and that the said Car Parking Spaces have been / shall be allotted and sold on "*First come first serve basis*". The Purchaser/s has/have granted his/her/their unconditional and irrevocable consent for the same. All the Purchasers and occupants in the Said Project shall be required to park their vehicles only at the parking space designated for their respective flat/shop/other premises. The Promoters shall be entitled to issue allotment letters and formulate rules for earmarking and use of car parks. The occupants of concerned Flat/other premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Promoters and the KDMC.

**3.11** The Total consideration is escalation-free, save and except increases which the Purchaser/s hereby agree/s to pay, 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 from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in the development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

**3.12** The said Project has been sanctioned as Residential and Commercial purpose. The Promoters shall have right to change floor plan of any floor by taking consent of Purchasers of Flats/Shops/premises on the relevant floors only and other Purchasers shall not have any objection for change of floor plan of other floors and such change shall be minor alteration.

## **ARTICLE 4**

### **POSSESSION**

#### **4.1 Possession Time and Compensation:**

- (i) The site of the SAID PROJECT may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government / government nominated agency. Since this is beyond the control and scope of the Promoters, therefore, Purchaser/s shall not claim any compensation for delay/non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the Said Flat / Said Shop in the Said Project.
- (ii) The Promoters shall endeavour to give possession of the Said Flat / Said Shop to Purchaser/s on or before \_\_\_\_\_ and subject to force majeure circumstances and reasons beyond the control of the Promoters.
- (iii) The Promoters, on obtaining the Occupancy Certificate from the Competent Authorities, shall hand over the Said Flat / Said Shop to Purchaser/s for occupation and use and subject to Purchaser/s having complied with all the terms and conditions of this Agreement.
- (iv) If there is delay in handing over possession of the Said Flat / Said Shop on the date mentioned herein (subject to Clause 4.1(ii)), then, the Promoters shall be entitled to reasonable extension of time for giving possession. Thereafter Purchaser shall be entitled to either:
  - (a) Terminate the present Agreement and receive refund of consideration paid by the Purchaser/s to the Promoters excluding stamp duty, registration charges, GST and other taxes and charges within period of 6 months from the date of cancellation. Or

(b) Claim for the compensation @ highest cost of marginal lending rate plus 2% per annum for the amounts paid towards the Said Flat / Said Shop for the delay exceeding the agreed moratorium period. The adjustment of compensation shall be done at the time of delivery of possession of the Said Flat / Said Shop and not earlier.

However, the compensation shall not be paid if the completion of the said Project in which the Said Flat / Said Shop is to be situated is delayed on account of force majeure circumstances mentioned herein.

- (v) In the event of Purchaser/s' failure to take over and/ or occupy and use the Said Flat / Said Shop allotted within the timeline as mentioned in the intimation in writing by the Promoters, then the same shall lie at his/ her/ their risk and cost and Purchaser/s shall be liable to pay the maintenance charges after fifteen (15) days of intimation by the Promoters to take possession of the Said Flat / Said Shop. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser/s.
- (vi) It is clarified that the Promoters shall send its intimation regarding the handing over of the possession of the Said Flat / Said Shop to Purchaser/s by e-mail on the official e-mail ID of the Purchaser/s or at his address as mentioned in the recitals hereinabove unless modified/ altered by way of intimation to the Promoters regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of the Promoters mentioned herein. The Purchaser/s shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

#### **4.2 Conditions precedent for Delivery of Possession:**

- (i) The Purchaser/s shall before taking possession of the Said Flat / Said Shop clear all the dues of the Promoters towards the Said Flat / Said Shop.
- (ii) The Purchaser/s hereby agree/s that they shall be responsible and liable to pay GST and other taxes as may be applicable on transfer and assignment of the Said Flat / Said Shop by the Promoters to Purchaser/s. The Purchaser/s would also be liable to pay interest/penalty/loss incurred to the Promoters on account of Purchaser/s' failure and/or delay to pay GST and/or such other levies, statutory charges, taxes etc. within 7(seven) days of being called upon by the Promoters.

- (iii) The Purchaser/s further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and assignment of the Said Flat / Said Shop with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (iv) Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/deposits as may be applicable, shall be separately charged either by the Promoters or Maintenance Agency appointed by it and the same shall be paid by Purchaser/s within the timelines as may be requested by the Promoters or Maintenance Agency from time to time.
- (v) Monies towards the taxes may be refunded as per the scheme applicable to the Promoters on the date of refund. The Purchaser/s do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the Said Flat / Said Shop. The Purchaser/s shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the Said Flat / Said Shop from the date of possession.
- (vi) Before receiving possession of the Said Flat / Said Shop, the Purchaser/s shall execute all writings and documents as may be reasonably required by the Promoters including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the Said Society or Condominium of Apartment.

#### **4.3 Defect Liability:**

If at the time of handing over the Said Flat / Said Shop to the Purchaser/s or within period of 5 years from obtaining Occupancy Certificate, if any defect (arising out of deviation from the sanctioned plan, use of substandard material, structural defect or defect arising out workmanship issues) in the Said Flat / Said Shop and/or the said Project is found to have existed and the same is communicated by the Purchaser/s to the Promoters, then wherever possible, such defects shall be rectified by the Promoters at their own costs, charges and expenses. The term Defect shall include only the defects specifically attributable to the defect in construction process or variance from the sanctioned plan by the Promoters. The Promoters shall not be responsible for any alteration / changes / modification carried out by Purchaser/s or any other person in the Said Flat / Said Shop and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the said Project, the Purchaser/s shall be responsible for

rectifying such defect entirely at their own costs, charges and expenses. The Defect/s arising out of natural calamities, fire, war, or any other force majeure circumstances, normal wear and tear, careless use of premises and amenities therein, abstinence from regular maintenance, unauthorized use and/or alterations of premises shall not be treated as defect/s in premises.

## **ARTICLE 5**

### **ALLOTMENT**

#### **5.1 Right of Developers:**

The allotment, sale and transfer of the Said Flat / Said Shop is entirely at the discretion of the Promoters and the Promoters reserves their right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser/s.

#### **5.2 Compliance of Rules, Regulations and By-laws:**

- (i) The Purchaser/s shall observe all the rules, regulations and bye-laws applicable to the allotment of the Said Flat / Said Shop and agree/s that it will be used only as per the regulations and designs concerning to the said Project as approved by Planning Authority.
- (ii) The Said Flat / Said Shop along with the said Project shall be subject to the provisions of Real Estate Regulatory Authority or any statutory enactment or modifications thereof and Purchaser/s agree/s and confirm/s that the Purchaser/s shall comply with the statutory obligations created there under and any such other enactment applicable governing the allotment, sale and transfer of the Said Flat / Said Shop.
- (iii) The Said Flat / Said Shop shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use will be carried out by the Purchaser/s and/or occupant/s in the Said Flat / Said Shop and/or the said Project. The Promoters have full authority to enter the Said Flat / Said Shop after giving 24 hours' notice to ascertain and to take action individually or jointly in case the Purchaser/s or his/her/their nominee/occupant is/are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser/s as first charge upon the Said Flat / Said Shop, the cost of doing all or any such acts and things, all costs incurred in

connection therewith or in any way relating thereto, for putting the things correctly and in order.

## **ARTICLE 6**

### **FORCE MAJEURE**

The Purchaser/s agree/s that the Agreement and possession of the Said Flat / Said Shop is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects Promoters' ability to perform obligations under this Agreement, which shall include but not limited to:

- (a) Disasters, calamities, epidemics, pandemics;
- (b) Explosions or accidents, air crashes and acts of terrorism;
- (c) Non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters resulting in virtual stoppage of construction and development activities;
- (d) War and hostilities of war, riot, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defence Authorities or any other agencies of government, prolonged failure of energy;
- (e) Any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and/quasi-judicial authority/body; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the Said Flat / Said Shop or the Said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes subject matter of any suit/writ before a competent court or; for any reason whatsoever;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any

governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;

(g) In case of Force Majeure event, the Promoters shall be entitled to a proportionate extension for delivery of possession of the Said Flat / Said Shop, depending upon the contingency/prevailing circumstances at that time. The Promoters, as a result of such a contingency arising thereto, reserves its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Promoters so warrants the Promoters may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by Purchaser/s for the period of suspension of scheme.

## **ARTICLE 7** **MAINTENANCE**

### **7.1 Payment of Maintenance Charges:**

(i) The Purchaser/s, in respect of the Said Flat / Said Shop, shall be liable to bear and pay from the date of the said Project being completed and/or during the process of completion of construction work, his/her/their share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the said Project, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, open spaces and other parts of the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers, liftmen, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said Project and other charges and levies of like nature, payable in respect of the Said Flat / Said Shop, the said Project, amenities, common areas and the Said Property, to all government, semi-government

local and public and/or private bodies and authorities, including the Municipal Corporation, the Collector and the Promoters.

(ii) The Purchaser/s shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the SAID PROJECT and other deposits and charges for the various services therein, as may be determined by the Promoters or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of the Promoters and Purchaser/s shall abide by the decision of the Promoters and effect the payment in accordance with this Agreement.

## **7.2 Maintenance:**

(i) The Purchaser/s hereby give their irrevocable consent to become member of the Co-operative Housing Society or the Condominium or the Association or the Corporate Body in accordance with the applicable Acts, Rules and bye laws and execute necessary documents as and when required. The Purchaser/s undertake/s to join the said organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoters in its sole discretion for this purpose. The Purchaser/s, till completion and handover of the SAID PROJECT, authorizes the Promoters to enter into a Maintenance Agreement with a Maintenance Agency or any other nominee/ agency/ association (s) or other body as may be appointed/ nominated by the Promoters from time to time at its sole discretion for the maintenance and upkeep of the said Project and/or the Said Flat / Said Shop and the Purchaser/s undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser/s is in occupation of the Said Flat / Said Shop or not and work is still going on in adjacent tower/buildings and infrastructure facilities are not fully completed.

(ii) In order to secure due performance by the Purchaser/s in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency, the Purchaser/s agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with the Promoters or the Maintenance Agency, nominated by the Promoters, advance maintenance charges @ Rs. \_\_\_\_/- per square feet in respect of the Said Flat / Said Shop for 24 months till the formation of the organization for the said Project.

### **7.3 Right of entry in the Said Flat / Said Shop:**

After the possession, the Purchaser/s shall permit the Promoters and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Flat / Said Shop or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Said Project and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Said Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Purchaser/s has/have failed to effect repairs despite dispatch of notice of one week contemplated above and the Promoters are constrained to effect repairs at its cost, in that event such cost shall be recovered from the Purchaser/s. However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Purchaser/s authorize/s the Promoters to break open the doors/windows of the Said Flat / Said Shop and enters into the Said Flat / Said Shop to prevent any further damage to the other Flats/Premises/Project.

### **7.4 Delay/Failure in payment of Maintenance charges:**

The Purchaser/s agree/s that any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount.

### **7.5 Internal Maintenance:**

The maintenance of Common Areas will be carried out by the Promoters/Maintenance Agency but those inside the Said Flat / Said Shop will be carried out by Purchaser/s only.

### **7.6 Maintenance Accounts:**

The Promoters/Maintenance Agency shall maintain a consolidated account of the entire amount so collected by it and expenses incurred for the maintenance of Said Flat / Said Shop and the said Project. The Maintenance Agency shall provide consolidated account of maintenance to the Said

Society and shall simultaneously transfer excess collection or claim deficit, as the case may be.

#### **7.7 Sub-Letting of the Said Flat / Said Shop:**

The Purchaser/s shall obtain prior permission of the Promoters in case of leasing or licensing the Said Flat / Said Shop and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. The Purchaser/s shall submit the copy of the leave and licence/lease agreement along with the police verification of the Licensee/Tenant to the Promoters immediately on sub-letting of the Said Flat / Said Shop. After formation of Said Society, the Purchaser/s shall be required to take prior permission from the Said Society for Sub-letting the Said Flat / Said Shop and that the sub-letting shall be in such manner as may be allowed by the said Society/Organization.

## **ARTICLE 8**

### **RIGHTS AND OBLIGATIONS OF PURCHASER/S**

#### **8.1 Compliance of Laws:**

That the Purchaser/s shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Purchaser/s has specifically agreed with the Promoters that the allotment of the Said Flat / Said Shop shall be subject to strict compliance of code of conduct and house rules that may be determined by the Promoters for occupation and use of the Said Flat / Said Shop and such other conditions as per the applicable laws. The Purchaser/s shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the Said Flat / Said Shop and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser/s alone.

#### **8.2 Loans etc.:**

The Purchaser/s may obtain finance from any financial institution/bank or any other source for purchase of the Said Flat / Said Shop at their own cost and responsibility. The Purchaser/s' obligation to purchase the Said Flat /

Said Shop pursuant to this Agreement shall not be contingent on Purchaser/s' ability or competencies to obtain such financing and the Purchaser/s will always abide and fulfil the terms of the present Agreement. The Promoters shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Said Flat / Said Shop on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Purchaser/s shall not make such refusal/delay an excuse for non-payment of any Instalments/dues to the Promoters within stipulated time as per the Payment Schedule.

### **8.3 Putting up Sign Board:**

The Purchaser/s undertakes that he/she/they shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places of display. The Purchaser/s shall be entitled to display his name plate only at the proper place, provided for the Said Flat / Said Shop.

### **8.4 Hazardous Chemicals / Material etc.:**

The Purchaser/s shall not keep any hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the said Project. The Purchaser/s shall always keep the Promoters harmless and indemnified for any loss and damages in respect thereof.

### **8.5 Commitment:**

The Purchaser/s agree/s that the Purchaser/s shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to be signed, in pursuance to the transactions and do all the acts, deeds and things as the Promoters may require in the interest of Project and for safeguarding the interest of the Promoters and /or Purchaser/s in the Said Project. In case of Joint Purchaser/s, any document signed/accepted/ acknowledged by any one of the Purchaser/s shall be binding upon the other.

### **8.6 Inspection:**

The Purchaser/s undertake/s to permit the Promoters or its authorised representative and/or the Maintenance Agency and their authorised representatives at all reasonable hours, to enter the Said Flat / Said Shop for the purpose of inspection/maintenance while performing their duty.

### **8.7 Transfer:**

- (i) The Purchaser/s shall not be entitled to transfer or assign the Said Flat / Said Shop without prior written permission of the Promoters till the Organization is duly formed. Any such transfer shall be null and void and the Promoters shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Transfer of booking may be permitted only by prior written confirmation /approval by the Promoters, on such terms and conditions and guidelines as it may deem fit by the Promoters, subject to clearing all the sums due and payable under the present agreement. However, the Purchaser/s agree/s and undertake/s to execute/register the deed, document, agreement or writing as may be requested by the Promoters to record the transfer as mentioned hereinabove.
- (ii) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the Purchaser/s. The Purchaser/s shall indemnify and keep indemnified the Promoters against any action, loss, damage or claim arising against the Promoters for non-payment of such stamp duty and requisite charges.
- (iii) The transfer shall be allowed only subject to clearing of all the sums that shall be due and payable to the Promoters on the date of submission of the request application. The Purchaser/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

### **8.8 Modification in Terms of this Agreement:**

This Agreement shall supersede all previous writings, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

### **8.9 Installation of Air Conditioners:**

The Purchaser/s agree/s to fix or install air conditioners in the Said Flat / Said Shop only at the places which have been specifically designated in the Said Flat / Said Shop for the installation and shall not in any way disturb the external facade of the Said Flat / Said Shop / Said Project.

### **8.10 Installation of Window Antenna:**

The Purchaser/s agree/s not to fix or install any window antenna on the roof or terrace or external facade of the said Project except by the prior sanction of Promoters/the Said Society and only at places earmarked by the Promoters.

#### **8.11 Installation of Window Grill / Shutters**

The Purchaser/s agree/s to install and fix Window Grills on all the windows of the Said Flat and/or collapsible shutters on the entrance of the Said Shop as per the designs specified by the Promoters only and not in any other design or manner. The Purchaser/s shall bear and incur the costs and expenses in respect of such Grill / Shutter.

#### **8.12 Uses as Per Sanctioned Building Plans:**

It is clearly understood and agreed by the Purchaser/s that the Said Flat / Said Shop shall not be used for any purpose other than for residential / commercial purpose and shall not be used in any manner that may cause nuisance or annoyance to the occupants of other flats/premises. The Purchaser/s hereby agree/s to indemnify the Promoters and/or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of the Purchaser/s and any consequences arising there from shall be borne by the Purchaser/s alone.

#### **8.13 Applicability of Provisions:**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Said Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent purchasers / assignees / nominees of the Said Flat / Said Shop as the said obligation go along with the Said Project for all intents and purposes.

#### **8.14 Mischief:**

The Purchaser/s shall not create any mischief and shall not do any act or omission which could disturb the peace, serenity, tranquillity of the Said Flat / Said Shop or of other occupants.

## **ARTICLE 9**

## **RIGHTS AND OBLIGATIONS OF PROMOTERS**

### **9.1 Title of Said Flat / Said Shop**

The Promoters shall ensure that the title of the Said Property and the Said Flat / Said Shop is clean, clear and marketable and free from all encumbrances, and that any defect or deficiency in the title shall be resolved by the Promoters at their own costs, charges and expenses and shall make available the Said Flat / Said Shop to the Purchaser/s free from any defects or deficiency.

### **9.2 Formation of Society:**

The Promoters may form and register Co-operative Housing Society / Corporate Body / Condominium of the Purchaser/s of the Flats/Premises in the Said Project.

### **9.3 Right of Way:**

The Promoters shall have full and unfettered right to grant to any of Society and/or to the occupants of any other building/s standing on any plot/s adjacent to and/or in the vicinity of the Said Property "Right of Way" *inter alia* on the Said Property and/or any part thereof even after formation of Said Society as is hereby envisaged and/or after execution of a Conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser/s either individually or collectively as a member of Said Society shall not object to any such arrangement on any ground whatsoever.

### **9.4 Rules, Regulations and By-Laws of Said Society:**

The Said Society shall be entitled to frame such rules, regulations and by-laws for the effective maintenance/management of the infrastructure as the governing body and the same shall be binding and shall have full effect and full force against the Said Society to be formed of the Purchaser/s of building constructed on the Said Property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Said Society by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Society may determine from time to time. The Said Society shall unconditionally accept and adopt such guidelines as framed by the Promoters. The Purchaser/s hereby agree/s, confirm/s and undertake/s to pay such monthly charges as may be determined by the Said Society from time to time for the maintenance, upkeep, repairs and replacements and/or

renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser/s has/have entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Said Society and the said arrangement shall be final and binding on the Purchaser/s. It is further agreed, accepted and confirmed by the Purchaser/s that until the Said Society is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove, the Promoters shall manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Promoters shall be entitled to lay down such terms and conditions as regards payment by the Purchaser/s of the Said Flat / Said Shop in the Said Project regarding monthly maintenance charges or otherwise to enable the said Maintenance Agency to effectively maintain the said infrastructure facilities. In the event the Purchaser/s fail/s to abide by the terms and conditions as laid down by the Promoters, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoters shall have the right to avail the remedies under the law and as per the terms of this Agreement, even though the Purchaser/s shall have taken possession of the Said Flat / Said Shop and the Purchaser/s shall have paid the consideration amount and all other dues under the said Agreement.

#### **9.5 Conveyance:**

The ownership rights of Said Property more particularly described in the First Schedule hereunder written, along with the said Project shall be transferred and conveyed to the Co-operative Housing Society Condominium / Organization / Corporate Body registered for the said Project. Unless all the Purchaser/s of, residential, commercial and other premises etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such Conveyance Deed or Transfer Deed as the case may be, to the Promoters, the Promoters with the confirmation of Municipal Corporation shall not be bound to execute or cause the Deed of Conveyance / Transfer to be executed in favour of the Purchasers/Allotees.

#### **9.6 Raising of funds:**

- (i) The Promoters hereby declare/s and confirm/s that Promoters have prior to the execution hereof, specifically informed Purchaser(s) that the Promoters may enter into an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to Promoters to facilitate development of said project undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoters by the said Bank, the Promoters create or cause to be created mortgages/charge on the unsold constructed flats/shops/premises thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time;
- (ii) The Promoters specifically reserve the right to offer and to create charge on the Said Project (except the Said Flat / Said Shop) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Promoters and the Purchaser/s shall give his/her/their/its consent and permission to the Promoters for doing the same. The Purchaser/s shall, whenever required by the Promoters, give and grant to the Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same,

#### **9.7 Telecommunication, DTH, cable and Internet Services etc.:**

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Said Project. It is agreed that the Promoters shall regulate the entry of telecom, DTH, cable and Internet Services agency/services in the Said Project till formation of Said Society. After formation of Said Society for all buildings, such institution shall regulate the entry of telecom agency/services in the Project.

#### **9.8 Others:**

- (i) In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, the Promoters shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of contribution towards dues and liabilities of the Purchaser/s in Said Plot and/or in the Common Areas and facilities shall stand varied accordingly. The Purchaser/s has/have no objection and they

have given their irrevocable and unconditional consent to such construction by the Promoters.

- (ii) In the event of paucity or non-availability of any material the Promoters may use alternative materials/article but of similar good quality. Decision of the Promoters on such changes shall be final.
- (iii) The Promoters shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

### **9.9 Part Occupancy Certificate:**

The Promoters shall be at liberty and entitled to complete any part/portion/floor of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser/s of the Said Flat / Said Shop therein and the Purchaser/s herein shall not object to the same. In such event, however, if the Purchaser/s take/s possession of his/her/their premises in such part completed portion of the Said Project and the remaining work is carried on by the Promoters or their agent or contractors with the Purchaser/s occupying his/her/their Flat/Shop/Premises, the Purchaser/s shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the Flats/Shops/Premises.

## **ARTICLE 10**

### **USES**

#### **10.1 Alteration / Demolition / Destruction of Structure:**

- (i) The Purchaser/s undertake/s that he/ she/ they will not alter/ demolish/ destroy or cause to alter/ demolish/ destroy any structure of the Said Flat / Said Shop or any addition/s or alteration/s of any nature in the same or in any part thereof. The Purchaser/s shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Flat / Said Shop in any form. The Purchaser/s shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior

elevation and design and shall not erect any fencing/hedging/grills without the prior permission of the Promoters. The Purchaser/s shall not partly / fully remove any walls of the Said Flat / Said Shop, which shall remain common between the Purchaser/s and the owners/purchasers of adjacent premises.

- (ii) The Purchaser/s shall keep the portion, sewers, drains and pipes in the Said Flat / Said Shop and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the said Project in which the Said Flat / Said Shop is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC pardis or other structural changes in the Said Flat / Said Shop, without the prior written permission of the Promoters, and upon conveyance or transfer of the Said Plot in favour of the Society / Organization, without the prior written permission of the concerned government, local and public bodies and authorities; and/or licensed structural engineer.
- (iii) No request for modification or change in the exterior facades and no internal structural changes of the Said Flat / Said Shop will be permitted. No reimbursement or deduction in the value of the Said Flat / Said Shop shall be considered by the Promoters, in case the Purchaser/s desire/s (with prior written approval/consent of Promoters) to do some works/install some different fittings/floorings etc. on their own within the Said Flat / Said Shop and request Promoters not to do such work/install fittings/floorings etc. within the Said Flat / Said Shop.

#### **10.2 Blockade or Hindrance to Common Passages, Veranda or Terraces:**

The Purchaser/s shall not use the Said Flat / Said Shop in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Project will be used by Purchaser(s) for keeping/Chaining Pets/Animals, Birds or storage of cycles, motorcycles, waste/refuse, Shoe rack; nor the common passages shall be blocked in any manner.

#### **10.3 Nuisance:**

The Purchaser/s shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

#### **10.4 Possession of Common Areas:**

The Purchaser/s shall have no right to claim partition of the Said Property and/or Common Areas/facilities and the Said Flat / Said Shop is not divisible. The possession of Common Areas will always remain with the Promoters and the same is not intended to be given to the Purchaser/s except a limited right to user subject to payment of all charges. After formation of Said Society/ Organization, the common areas and amenities shall vest in the Said Society.

### **ARTICLE 11 INDEMNITY**

#### **11.1 Special, Consequential or Indirect Loss:**

The Purchaser/s acknowledge/s that the Promoters shall not be liable to the Purchaser/s for any special, consequential or indirect loss arising out of this Agreement. The Purchaser/s further indemnifies / indemnify the Promoters of any damage caused to the Said Flat / Said Shop and/or the said Project, while performing the alteration by him/her/them or his deputed personnel.

#### **11.2 Abidance by Terms and Conditions:**

The Purchaser/s hereby agree/s that he/she/they shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, the Purchaser/s shall be liable for such act, and if any loss is occasioned to the Promoters, the Purchaser/s shall indemnify the Promoters for such loss.

#### **11.3 Furniture and Interior Decoration:**

The Purchaser/s shall be required to seek specific permission from the Promoters for pre possession or post possession furniture and interior decoration activities, and such permission request shall contain plan of such furniture and Interior decoration activities and all the concerned technical specifications thereof alongwith name of contractor/s and their contact details. The Purchaser/s shall not be entitled to carry out any structural alterations or any other modifications of civil nature in the Said Flat / Said Shop without prior written permission of the Promoters. The Project Engineer of the Promoters shall verify the furniture and Interior decoration

work. After formation of the Said Society, the Purchaser/s shall be required to obtain previous permission for furniture activities from the Said Society/Organization. The Purchaser/s shall be required to pay reimbursement of expenses incurred by the Promoters or Said Society/Organization, as case may be, for rectifying the unauthorized construction/alterations, damage to the structure, other defects arising out of negligence or poor workmanship.

#### **11.4 Further Covenants:**

The Purchaser/s hereby covenant/s with the Promoters to pay from time to time and at all times, the amounts which the Purchaser/s is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and assignment. The Purchaser/s hereby covenant/s to keep the Promoters and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Promoters may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser/s.

### **ARTICLE 12 INSPECTION**

After handing over possession of the Said Flat / Said Shop by the Promoters in favour of the Purchaser/s, the Promoters or its Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to the Purchaser/s, to enter upon the Said Flat / Said Shop for the purpose of inspecting the services in the Said Flat / Said Shop and for carrying out maintenance work in the Said Flat / Said Shop.

### **ARTICLE 13 AGREEMENT**

### **13.1 Stamp Duty and Registration Charges:**

The stamp duty, registration fee/charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser/s.

### **13.2 Prior Permission:**

The Purchaser/s shall not assign, transfer, lease or part with possession of the Said Flat / Said Shop without prior written permission of the Promoters.

The Purchaser/s undertake/s that he/she/they shall not divide/subdivide/amalgamate the Said Flat / Said Shop without the prior consent of the Promoters.

## **ARTICLE 14**

### **SETTLEMENT OF DISPUTES**

- 14.1** All or any disputes arising out or touching upon or in relation to the terms of the application 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.
- 14.2** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

## **ARTICLE 15**

### **NOTICE**

#### **15.1 No Obligation:**

It is clearly agreed and understood by the Purchaser/s that it shall not be obligatory on the part of the Promoters to send reminders regarding the payments to be made by the Purchaser/s as per the Payment Schedule or obligations to be performed by the Purchaser/s under the terms and conditions of this Agreement or any further document signed by the Purchaser/s with the Promoters.

### **15.2 Communication Address:**

The Purchaser/s shall get registered his/her/their communication address and email address with the Promoters and it shall be the sole responsibility of the Purchaser/s to inform the Promoters about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered address/postal address will be deemed to have been received by the Purchaser/s at the time, when those should ordinarily reach such address and he/she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the Said Flat / Said Shop must be mentioned clearly.

### **15.3 Communication Mode:**

The Promoters will communicate with the Purchaser/s mainly through official e-mail address. The Purchaser/s may communicate with the Promoters using officially notified e-mail id. All Notices/Letters of communication to be served on Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser/s or to the Second Purchaser in case of more than one Purchaser/s at the postal address or official e-mail address given by Purchaser/s. However, any change in the address of Purchaser/s shall be communicated to the Promoters through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by the Promoters to the Purchaser/s whose name appears first, at the postal address/official e-mail address given by him/her for mailing and which shall for all purpose be considered as served to all Purchasers and no separate communication shall be necessary to the other named Purchaser/s.

### **THE SCHEDULES HEREIN ABOVE REFERRED TO:**

## **FIRST SCHEDULE**

### **(SAID PROPERTY)**

All that piece and parcel of freehold land situated at Revenue Village Kanchangaon, Taluka Kalyan, District Thane being -

<b>Sr. No.</b>	<b>Old Survey No./ Hissa No.</b>	<b>New Survey No./ Hissa No.</b>	<b>Area</b>
1	102/2(pt)	30/2A(pt)	650 sq. mtrs. out of total area 5620 sq. mtrs.
2	102/3(pt)	30/3(pt) i.e. 30/3/A	750 sq. mtrs.
3	102/3	30/3(pt) i.e. 30/3/B	770 sq. mtrs.
4	102/4	30/4	20 sq. mtrs.
5	102/5	30/5	50 sq. mtrs.
6	102/6	30/6	840 sq. mtrs.

totally admeasuring 3080 square meters within the limits of Kalyan Dombivli Municipal Corporation and within the jurisdiction of Registration District Thane and Sub Registration District Kalyan, and the said property is butted and bounded in the manner following. That is to say:

On the North : Survey No. 31 (part)  
On the East : Survey No. 31 (part)  
On the West : Survey No. 30/7  
On the South : Survey No. 31 (part)

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known, numbered, called, described and/or distinguished.

## **SECOND SCHEDULE**

**(SAID FLAT / SAID SHOP)**

All that piece and parcel of Residential Flat / Commercial Shop bearing No. \_\_\_\_\_, on the \_\_\_\_\_ floor, in the \_\_\_\_\_ Wing, admeasuring \_\_\_\_\_ square feet of carpet area i.e. \_\_\_\_\_ square meters (as defined under RERA) + \_\_\_\_\_ square feet balcony along with \_\_\_\_\_ square feet attached terrace for exclusive use, alongwith Car Parking Space bearing no. \_\_\_\_\_, in the building Known as "**BALAJI GOVIND**" and as shown in the floor plan thereof hereto annexed proposed to be constructed / duly constructed on the Said Property described in the First Schedule above.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

**SIGNED, SEALED AND DELIVERED**

by the withinnamed "**PROMOTERS**"

**M/S. SAI BALAJI ENTERPRISES**

(PAN - \_\_\_\_\_)

Through its Authorized Partner

**Mr. \_\_\_\_\_**

In the presence of .....

1)

2)

**SIGNED AND DELIVERED**

By the withinnamed **PURCHASER/S**

**(1) MR./MRS.\_\_\_\_\_**

(PAN \_\_\_\_\_)

**(1) MR./MRS.\_\_\_\_\_**

(PAN \_\_\_\_\_)

In the presence of....

1)

2)