

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT KALYAN

ON THIS ___ DAY OF _____ 202__

B E T W E E N

M/s Purvesh Developers, a sole proprietary concern having its office at

_____ through its sole proprietor Shri Rajesh Ganpati Jadhav hereinafter called and referred to as the Promoter (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, their respective heirs, executors, administrators and assigns) being the Party of the First Part;

AND

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

WHEREAS by and under the Deed of Conveyance dated 30.01.2009 registered at the office of Sub-Registrar of Assurances at Kalyan-3 under serial No. 461/2009, Shri Rajesh Ganapati Jadhav has acquired the portion of land admeasuring 1500 sq. meters forming a part of Survey No. 31/5 admeasuring 4530 sq. meters from Jagdish Manohar Mhatre and others and the said land has been mutated in the name of Shri Rajesh Ganpati Jadhav under mutation entry No. 542;

AND WHEREAS the said land admeasuring 1500 sq. meters has been further sub-divided in 7/12 extracts as Survey No. 31/5/2/A admeasuring 1150 sq. meters hereinafter called and referred to as the Property No. I and Survey No. 31/5/2/B admeasuring 350 sq. meters hereinafter called and referred to as the Property No. II;

AND WHEREAS the Promoter Shri Rajesh Ganapati Jadhav by and under the Deed of Conveyance dated 02.09.2013 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 5296/2013 has acquired the portion of land admeasuring 1527.42 sq. meters from the land bearing Survey No. 31 Hissa No. 5/1 totally admeasuring 3030 sq. meters from Shri Jagdish Manohar Mhatre and others and the name of the Promoter herein is mutated in the revenue records as per mutation entry No. 762;

AND WHEREAS the Promoter Shri Rajesh Ganapati Jadhav by and under the Development Agreement dated 18.03.2016 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 3062/2016 has acquired the development rights in respect of remaining portion of land admeasuring 1502.58 sq. meters from the land bearing Survey No. 31 Hissa No. 5/1 totally admeasuring 3030 sq. meters from Shri Nitin Radhakisan Lal and the said Owner has also executed the Power of Attorney dated 18.03.2016 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-3 under serial No. 3063/2016 in favour of the Promoter herein;

AND WHEREAS accordingly the Promoter is entitled to develop the land bearing Survey No. 31 Hissa No. 5/1 totally admeasuring 3030 sq. meters hereinafter jointly called and referred to as the Property No. III;

AND WHEREAS the said property No. I, II and III are abutting to each other and the Promoter has submitted sanction of plans on such abutting amalgamated land totally admeasuring 4530 sq. meters to the Kalyan Dombivali Municipal Corporation hereinafter called and referred to as the said property for the sake of brevity and more particularly described in the schedule hereunder written;

AND WHEREAS portion of land is affected by 18 meter wide road which is admeasuring 945.99 sq. meters and a part portion of the plot admeasuring 528.75 sq. meters is affected by Reservation site No. 37 (70% of the 528.75 sq.meters to be actually developed and handed over to the Kalyan Dombivali Municipal Corporation) and a part portion of the plot admeasuring 250.87 sq. meters land not in possession. Considering the Reservation Site No. 37 and road reservation, the Kalyan Dombivali Municipal Corporation has approved the natural sub-division of the plot and granted the building permission under the accommodation reservation policy and the provisions of Unified Development Promotion and Control Regulations for 27 villages the under No. KDMP/NRV/BP/27 VILLAGES/2019-20/08/321 dated 26.10.2021 which is inclusive of the Transferable Development Rights, benefits in Floor Space Index due to road reservation, additional premium paid Floor Space Index and incentives in the Floor Space Index for construction of Building No.1 comprising of stilt +first floor to 20 floors (residential) and Building No.2 comprising of ground + first to seven upper floors (residential and commercial) buildings, which have been approved on plots naturally sub-divided due to the 18 meter wide D.P. Road;

AND WHEREAS the said property is converted to non-agricultural tenure under file reference No. Mahasul/K-1/ T-3/Jaminbab/Rupantarankar /Kavi-237/2017 dated 09.08.2017 issued by the Tahasildar, Ambarnath;

AND WHEREAS in terms of the sanctioned plan and permission, the Promoter has commenced the construction work on the said amalgamated property;

AND WHEREAS the Promoter has specifically brought to the notice and knowledge of the purchasers as under:

- i) the portion of said property is occupied by chawl and unauthorized structures and the Promoter has initiated the process of settlement with the occupants and on completion of such negotiations and settlement, the Promoter shall demolish such structures and carry on the development on such portion of land in phase-wise manner
- ii) the Promoter is in process of acquisition of further adjacent lands which are occupied by the chawls and structures and the Promoter shall from time to time on acquisition of the said lands and upon

the actual possession on such portions of land by settlement with the occupants and tenants, shall amalgamate the same with the said project in phase wise manner and

- iii) the Promoter has acquired the adjacent land bearing Survey No. 32 Hissa No.4 admeasuring 350 sq. meters portion of land admeasuring 200 sq. meters out of Survey No. 31 Hissa No.3 from Ramesh Vitthal Mhatre and others and the name of the Promoter is mutated in the revenue records as per mutation entry No. _____. The Promoter has further represented that the said portion of land is occupied by unauthorized structures and the Promoter in due course upon settlement with the occupants on such land, shall amalgamate the same with the said property and obtain the revised sanction of plans on such amalgamated lands by following due process of law and such lands are hereinafter called and referred to as the "Future expansion Lands" more particularly described in the Third Schedule hereunder written;
- iv) the Promoter intends to use, utilize and consume the floor space index of such lands occupied by chawl and unauthorized structures along with the lands mentioned in the Third Schedule to procure, use, utilize the maximum potentiality of the Floor Space Index in the form of Transferable Development Rights, staircase floor space index and / or other permitted increases and incentives therein and also to obtain the revised sanction for construction of additional floors on the present sanctioned building and to have additional structures/buildings as may be permitted by the Kalyan Dombivali Municipal Corporation and to modify, alter and revise the above sanction plans comprising of the above sanctioned buildings;
- v) the said property is naturally sub-divided due to passing of 18 meters wide D.P. Road from and through the said property and accordingly the Promoter at present has planned the buildings on such two portions of said property bifurcated due to road and the recreational ground as sanctioned is located at the larger portion of the said property;
- vi) out of the said property, portion of land admeasuring is affected by 18 meter wide road which is admeasuring 945.99 sq. meters and part portion of land admeasuring 528.75 sq. meters is affected by Reservation site No. 37;

AND WHEREAS as recited hereinabove, the Promoter herein have followed the requisite procedure under Real Estate (Regulation & Development) Act, 2016 and obtained the certificate of Registration under No. P517_____ dated _____ hereinafter called and referred to as the Project Land forming a part of the entire property and more particularly described in the first schedule hereunder written;

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the said scheme of construction have been prepared by the Architect of the Promoters;

AND WHEREAS while granting the permission and sanctioning the plans the Municipal/Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the

said property and only upon due observance and performance of which completion and/or occupation certificate in respect of the buildings shall be granted by the concerned local authority;

AND WHEREAS the Promoters expressed their intention to sale the Flats and Units in the proposed scheme of construction known as “_____”;

AND WHEREAS the Purchaser being came to know about the intention of the Promoter as regards the proposed scheme of construction and after going through the entire disclosures made by the Promoter under the provisions of Real Estate (Regulation & Development) Act, 2016, the Purchaser is desirous of acquiring a flat/unit being flat/unit No. _____ on _____ floor in Building known as “_____” admeasuring as under:

Carpet area of the flat/unit	_____ sq.mt.,
Carpet area of Cupboard	_____ sq.mt.,
Carpet Area of Open Terraces	_____ sq.mt.,
Carpet area of Balconies to be enclosed	_____ sq.mt.
Carpet area of open balcony	_____ sq.mt.
Area of E.P.	_____ sq.mt.

hereinafter for the sake of brevity called and referred to as the "Said premises" and shown and marked accordingly on the floor plan annexed in Annexure _____;

AND WHEREAS the Promoters have also shown to the Purchaser/s the entire layout, sanction of plans, possibility of many buildings in the entire lay-out on the amalgamated land in the said scheme, common amenities and facilities of video room, society office, mechanized stack / puzzle parking and have disclosed their intention to avail the entire potentiality of floor space index, transferable development rights, staircase floor space index, additional permitted incentives and increases in floor space index by payment of premium, and / or amalgamate the said property with the adjacent properties and obtain revised building permissions, sanctions and approvals from time to time and to complete the entire construction on the said amalgamated property in phase wise manner and on completion of the scheme of construction to form cooperative housing society or condominium of apartment owners or corporate body and to transfer and convey the land and the structures to such cooperative housing society, condominium of apartment owners or corporate body as the case may be and the Purchaser after going through the said sanctions plan, layout and verifying and analyzing the proposed change, modification and revisions to be sought by the Promoters have granted his / her / their clear, express and unequivocal consent to the same and have expressly declared that he / she / they shall not raise any objection, claim or dispute in respect of future expansion, any change,

modification, revision and / or consumption of additional floor space index as permitted by the Kalyan Dombivali Municipal Corporation on the said property or any part thereof and shall grant their utmost and sincere cooperation to the same.

AND WHEREAS the Purchaser/s herein has/have understood the scheme of construction, the position of road, nature and extent of accommodation reservation, recreational spaces and other amenities and facilities in the building “_____” and further the Purchaser have also understood the fact that the open spaces and amenities and facilities of video room, society office, mechanized stack / puzzle parking shall be used by the purchasers of flats and units in the amalgamated scheme of construction and the Purchaser has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoters relying upon the above representations made to the Purchaser/s and the Purchaser accepting the same and / or granting his / her clear, express and unequivocal consent has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to acquire the said Flat/unit No. _____ on _____ floor in Building known as “_____”;

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser herein the above facts regarding the scheme of development on amalgamated land, entitlement of land owners in respect of the allotment of flats and units in the said buildings, further expansions and provision of additional floors, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same by executing agreeing to executing this agreement.

AND WHEREAS as per the above recited agreements and permissions as well as above disclosures and further course of development, modification or expansion therein, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses, allot the flats and units to the land owners in terms of their respective agreements and to dispose of the flats and units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats and units to convey the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats and units.

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

AND WHEREAS the Purchaser is offered a flat / unit bearing number _____ on the _____ floor in the building “_____”

(herein after referred to as the said “premises”) at and for the price/consideration of Rs. _____ (Rupees _____ only).

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the

Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work is also disclosed and brought to the notice and knowledge of the Purchaser herein.

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the carpet area of the said premises is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs _____ (Rupees _____ only) only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the

parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being Flat/unit No. ____ on ____ floor in Building known as “_____” admeasuring as under:

Carpet area of the flat/unit _____ sq.mt.,

Carpet area of Cupboard _____ sq.mt.,

Carpet Area of Open Terraces _____ sq.mt.,

Carpet area of Balconies to be enclosed _____ sq.mt.

Carpet area of open balcony _____ sq.mt.

Area of E.P. _____ sq.mt.

(hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. _____ (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser garage bearing No.____ situated at _____ Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. _____ (Rupees _____ only).

(iii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No. ____ situated at _____ Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. _____ (Rupees _____ only)

1(b) The total aggregate consideration amount for the said Premises including garages / covered parking spaces is thus Rs. _____ (Rupees _____ only)

1(c) The Purchaser has agreed and assured to pay the total consideration of Rs. _____ (Rupees _____ only) to the Promoter in the following manner -

i) Rs. _____ (not exceeding 10% of total consideration) paid as advance payment or application fee at the time of execution of this agreement.

- ii) Rs. _____ (not exceeding 35% of total consideration) to be paid to the Promoter on completion of the Plinth of the wing in which the said Premises is situated.
- iii) Rs. _____ (not exceeding 25% of total consideration) to be paid to the Promoter on completion of slabs of the wing in which the said Premises is situated.
- iv) Rs. _____ (not exceeding 05% of total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- v) Rs. _____ (not exceeding 05% of total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said premises.
- vi) Rs. _____ (not exceeding 05% of total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is situated.
- vii) Rs. _____ (not exceeding 10% of total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the premises is situated.
- viii) Rs. _____ (not exceeding 05% of total consideration) be paid to the Promoter at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

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

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- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Services Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said premises.
 - 1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
 - 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 1% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoter.
 - 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be

recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Purchaser authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ sq. meters under the provisions of Unified Development Control and Promotion Regulation and the Promoter has disclosed that they intend to acquire additional floor space index as and by way of increases and incentives therein from time to time.
- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of consideration received from the Purchaser and shall refund the balance amount within a period of thirty days of the termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before _____ with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

- i) Non-availability of steel, cement other building materials, water or electric supply and labour;
- ii) War, civil commotion or Act of God, pandemic, spread of contagious disease, lockdown;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy:
- 7.3 **Failure of Purchaser to take Possession of Said Premises from the Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.
8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. The Purchaser has expressly agreed not to carry out any changes, modifications in the flat premises without prior written consent of the Promoter including any civil work, tiles work, grills etc. and if due to such work carried by the Purchaser, any loss, damage is caused to the building structure, external appearance, plaster then the Purchaser shall be entirely liable and responsible to make good the loss.
9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said

building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the cooperative housing society or Limited Company, as aforesaid, cause to be transferred to such housing society or Limited Company all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, the cooperative housing society or association of limited company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs.____ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. THE Purchaser agrees and assures to pay Rs. _____ (Rs. _____ Only) on demand and/or prior to taking the possession of the said Premises towards :
- (a) legal charges.
 - (b) entrance fees and share capital
 - (c) society formation charges.
 - (d) Water connection charges.
 - (e) Transformer / MSEB Charges

In addition to the above the Purchaser agrees and assures to pay the requisite amount and charges on account of Goods and service tax and any other taxes and levies as may be imposed by the concerned government and semi-government authorities and the same shall be paid to the promoters prior to taking the possession of the flat.

The Purchaser shall also pay the provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (___ months contribution is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto and also the service tax and value added tax as imposed by the Government or Semi Government authorities.

The Purchaser shall also bear and pay the electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.

11. The Purchaser shall pay the requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said cooperative housing society or limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the cooperative housing society or limited company.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid

and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
 - x. The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows :-
- i. To maintain the said premises the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and

regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefor is sought by the purchaser from the Promoter for such transfer and assignment.
- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of cooperative housing society or limited company, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all

reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
17. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
18. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.
19. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of construction, the promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter agree and undertake such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank and the Promoter shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Promoter further declare that they shall all material times clear the said charge, mortgage of the said bank and shall deduce clear and marketable title to the said premises and the said entire property
21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the cooperative housing society or limited company as hereinbefore mentioned.
22. Notwithstanding any other provisions of this agreement the Promoters has disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoter :

- a) to form a co-operative housing society or limited company or condominium of Premises or any other body or bodies of Purchasers to be formed and constituted.
- b) to decide and determine how and in what manner the infrastructure including the common areas and amenity space, club house, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- c) to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
- d) to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) to decide from time to time when and what sort of document of transfer should be executed.
- f) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- g) to execute the conveyance of the said property taking into consideration the reservations and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein.

23. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iii) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- iv) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- v) building shall be maintained in good and proper condition along with the unobstructed right of access.
- vi) it is clearly brought to the notice of the Purchaser herein that the area to be conveyed in favour of the Corporate body will not be equivalent to the area of construction availed in the said building constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance.

24. The Promoter has clearly brought to the notice and knowledge of the Purchaser that there will be changes, modifications, future expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the

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

26. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises as the case may be.
27. This Agreement may only be amended through written consent of the Parties herein.
28. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.
29. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
30. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.
31. The Parties herein agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
32. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.
33. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
34. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified

Email ID/Under Certificate of Posting at their respective addresses specified above.

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

35. That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
36. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct and indirect taxes shall be borne by the Purchaser alone.
37. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
38. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
39. The name of the Project and building shall be “_____” and this name shall not be changed without the written consent of the Promoters.
40. It is hereby made clear that furniture lay out, colour scheme elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Purchaser and the same are not agreed to be provided by the promoters unless specifically mentioned and agreed in this agreement. The Promoters reserves the right to make changes in Elevations, Designs, and Colures of all the materials to be used at his sole discretion. In all these matters the decision of the Promoters are final and it is binding on the Purchaser/s.
41. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Description of the Project Land

All that portion of land admeasuring 2804 sq. meters forming a part of amalgamated pieces and parcels of non-agricultural land lying, being and situate at village Chinchpada, Taluka Ambarnath, District Thane bearing Survey No. 31/5/2/A admeasuring 1150 sq. meters, Survey No. 31/5/2/B admeasuring 350 sq. meters and Survey No. 31/5/1 admeasuring 3030 sq. meters within the limits of the Kalyan Dombivli Municipal Corporation together with the benefits in the floor space index for the portions affected by road and P.G. Reservation and boundaries of such amalgamated property are as under:

On or towards East:

On or towards West:

On or towards South:

On or towards North:

Together with easement rights and benefits thereto.

SECOND SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

Mechanized stack parking

THIRD SCHEDULE ABOVE REFERRED TO

All that land bearing Survey No. 32 Hissa No.4 admeasuring 350 sq. meters and portion of land admeasuring 200 sq. meters out of Survey No. 31 Hissa No.3 lying, being and situate at village Chinchpada, Taluka Ambarnath, District Thane

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

SIGNED & DELIVERED

by the within named

Promoters

M/s Purvesh Developers

through its partner

Shri _____

SIGNED & DELIVERED

by the within named Purchaser/s

WITNESS:

1. Name: _____

2. Name: _____

RECEIPT
Received a sum of Rs. _____ (Rupees _____ only) from time to time prior to execution of this agreement in the following manner

Date	Cheque No.	Amount	Bank

from the purchaser herein as and by way of advance / part consideration subject to realisation.

We say received

For M/s. Purvesh Developers

-
- ANNEXURE – A - Copy of Title Report
- ANNEXURE –B - Copy of Property Card or extract Village Forms VI or VII and XII
- ANNEXURE –C-1 Copies of plans & Layout as approved by concerned Local Authority
- ANNEXURE - C-2 Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings, future expansion and open spaces are proposed to be provided for on the said project)
- ANNEXURE –D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Purchaser as approved by the concerned local authority
- ANNEXURE – E Specification and amenities for the Premises,
- ANNEXURE –F Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority. –

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