

VILLAGE	:-
DIST	:-
WARD NO.	:-
Apartment carpet Area	:-
Building is	:-
Market Value	:- Rs. _____/-
Actual Value	:- Rs. _____/-
Stamp	:- Rs. _____/-

**AGREEMENT FOR SALE**

This Agreement for Sale made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**BETWEEN**

**M/s. THARWANI CONSTRUCTIONS** a proprietorship firm, having its registered office at Survey No. 135/3A, 138/2, 134/2, Village Chikholi, Near Sarvodaya Nagar, Ambernath(W), Maharashtra, Dist. Thane, 421 503, through its proprietor Shri Sunill Tharwani, PAN no.AAJPT5107C hereinafter referred as "**THE LAND OWNER/ PROMOTER/ DEVELOPER**" (which expression shall, unless it be repugnant to the context or meaning thereof, include the successors-in-interest of the said Firm and in case the said Firm is converted into a Partnership firm in future, then all present partners for the time being constituting the said firm and the survivor or survivors of them and their heirs, executors and administrators of the last survivor or survivors and his or their assigns), being referred to as the **PARTY OF THE FIRST PART**;

**AND**

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**PAN NO:-** \_\_\_\_\_

hereinafter called as the "**PURCHASER/ ALLOTTEE**" (which expression shall, unless it is repugnant to the context or meaning thereof, mean and include his/her/their heirs, legal representatives, executors, administrator and assigns) of the **PARTY OF THE SECOND PART**

**DEFINITIONS:-**

I. In this Agreement for Sale, unless the context otherwise requires, the following terms are defined as under:

- a) "**MOFA, 1963**" means Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Act, 1963;
- b) "**MOFA Rules 1964**" means Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Rules, 1964;
- c) "**R.E. (R & D) Act, 2016**" means Real Estate (Regulation & Development) Act, 2016;
- d) "**Rules**" means the Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.
- e) "**CARPET AREA**" shall mean the net usable floor area of the Unit. It excludes area covered by external walls, areas under services, shafts, exclusive balcony or verandah area and exclusive open terrace area but includes area covered by internal partitions walls of the Unit.
- f) "**HE OR HIS**" shall also mean either she or her in case the Buyer is a female or it or it's in case the Buyer is a partnership firm or a limited company.
- g) "**Commencement Certificate**" means building permission dated 1.6.2018 and the revised permissions which will be granted by the Planning Authority from time to time to construct buildings on the project land.
- h) "**Planning Authority**" means the City and Industrial Development Corporation of Maharashtra Limited.
- i) "**Project**" Development of building consisting of Apartments for purpose of selling and includes the common areas, development works, all improvements and structures on land more particularly described in **Schedule I** hereunder written.
- j) "**Project Land**" means all peace and parcel of land bearing plot No. 18, admeasuring 1050 sq.mt. Situated at Sector 35-I, Owe/Kharghar, Taluka- Panvel, Dist- Raigad, described in **Schedule I** of this Agreement.
- k) "**Association of Persons**"- means Society or Apartment Condominium or Company or any other association of flat Allotees which will be formed at the discretion of Promoter in compliance of provisions of MOFA.

**WHEREAS** Promoter is sufficiently entitled to develop plot No. 18, admeasuring 1050 sq.mt. Situated at Sector 35-I, Owe/Kharghar , Taluka- Panvel, Dist- Raigad, (Herein after referred as "**Project Land**"). Said land is more particularly described in **Schedule I**. The Promoter has

acquired development rights/ownership/title of project land under legal and valid documents. Details are as under;

- A. On 12.10.2007, the City and Industrial Development Corporation of Maharashtra Limited (CIDCO) executed an Agreement to lease (for residential purpose) in favour of Smt. Bebibai Baburao Katkari, Smt. Bhuri Baburao Katkari., Smt. Suman Budhya Katkari, Smt. Alka Dharma Katkari, Smt. Shakun Shanivar Katkari and Smt. Sharda Kashinath Katkari. By the said Agreement, the CIDCO consented to grant a lease of plot of land bearing Plot No. 70, Sector 27 situated at village Owe admeasuring 1086 Sq.mt. The said Agreement to Lease was registered in the office of Sub Registrar, Uran at Sr.No. 6998 of 2007.
- B. Thereafter by Release Deed dated 12.10.2007, the original Lessee Nos. 1 to 5 released all their right, title and interest in favour of Lessee No.6.
- C. On 18.3.2008, a tripartite agreement was executed between CIDCO, Sharda Katkari and Sunny Buildtech Pvt.Ltd. The said tripartite agreement was registered in the office of Sub Registrar, Panvel at Sr.No. 3409 of 2008.
- D. Thereafter, the Deed of Modification was executed between parties i.e. CIDCO and Sunny Buildtech Pvt.Ltd. The said Deed of Modification was registered in the office of Sub Registrar, Panvel at Sr.No.6282 of 2017. The said Deed of Modification records that unauthrosied structure of the Dashrath Kadu and Keshav Kadu was standing on plot No. 70 which was allotted to the original Lessee. Therefore, M/s Sunny Buildtech submitted a complaint and made a request to allot alternate plot. Writ Petition No. 1241 of 2015 was filed in the High Court seeking allotment of alternate plot. The said Writ Petition was allowed thereby directing CIDCO to allot alternate plot No. 18, admeasuring 1050 sq.mt. Situated at Sector 35-I at Owe/Kharhgar. In compliance of said order, the CIDCO executed the said Deed of Modification and allotted the said plot No. 18 in favour of M/s Sunny Buildtech.
- E. Thereafter on 16.8.2017, a tripartite agreement between CIDCO, Sunny Buildtech Pvt.Ltd and M/s Tharwani Construction, a proprietary firm of Mr. Sunill Tharwani was executed in respect of Plot No. 18. The said Tripartite Agreement was registered in the office of Sub Registrar, Panvel at Sr.No. 9588 of 2017.

**AND WHEREAS**, the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

**AND WHEREAS** the Promoter is in possession of the project land.

**AND WHEREAS** subject to approval from Competent Authority the Promoter has proposed to construct of building having Ground + 20 upper floors.

**AND WHEREAS** the Allottee is offered an Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, (herein after referred to as the said "Apartment") in the \_\_\_\_\_ wing of the Building called \_\_\_\_\_ (herein after referred to as the said "Building") being constructed in the said project, by the Promoter

**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 registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated copy is attached in **Annexure F**;

**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** by virtue of the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development)Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; The Allottee has also visited the site location for verification of dimensions & sizes the project and has checked the present stage of construction.

**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 Apartments 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 and specifications of the Apartment agreed to be purchased by the Allotee, as sanctioned and approved by the local authority have been annexed and marked as **Exhibit - D**

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

**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 Allotee has applied to the Promoter for allotment of an Apartment No. .... on .....floor in wing \_\_\_\_ situated in the building No. .... being constructed in the said Project,

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

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

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

Cost of the tenement does not include club membership charges, infrastructure development charges towards construction electricity meter/s charges, water connection/s charges including digging, laying and installation of pipelines and overhead tank/s, underground tank/s; solar equipment charges, legal charges, charges towards construction of common amenities like club house, gym, etc. Amount does not include Service Tax, VAT, Goods and Service Tax (GST), any other Municipal Taxes or Levies, Cess etc. or any such statutory taxes /cess/duties etc. nor does it include the advance maintenance charges which would be required to be paid by the Allottee at the time of handing over of the possession of the tenements by the Owner/Promoter/ Promoter to the Allottee.,

**AND WHEREAS**, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building consisting of ground and 20 upper floors on the project land 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 Allottee in respect of variations or modifications **which may adversely affect the Apartment** of the

Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area (inclusive of areas covered by internal partition walls, but excluding external walls, exclusive shafts/balcony/terrace area etc) admeasuring ..... sq. metres (i.e. \_\_\_\_ Sq. Ft) on ..... floor in the building \_\_\_\_\_ /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being 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**.

1 (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_ situated at \_\_\_\_ Basement and/or stilt and /or \_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_ /-.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_ (Rupees \_\_\_\_ Only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. \_\_\_\_ (Rupees ..... ) in the following manner:-

Time of payment	%	Amount (excluding GST and other taxes)
On execution and registration of Agreement for Sale	20%	
On completion of Plinth work	10%	
On completion of 5th Slab	10%	

On completion of 10th Slab	10%	
On completion of 15th Slab	10%	
On completion of all slabs	10%	
on completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%	
on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%	
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.	10%	
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	5%	
On possession	5%	
Total Amount		

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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 [Unit].

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 instalments payable by the Allottee by discounting such early payments. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the 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. 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.

1(i) All payments shall be made by the Allottee by drawing Cheque/DD in the name of "THARWANI CONSTRUCTIONS", A/c No.: 0461002900000482" Bank Name : Punjab National Bank, Branch : Ulhasnagar – 2, IFSC Code: PUNB0046100 and shall be sent to the office of the Promoters being "M/S. THARWANI CONSTRUCTION", Survey No. 135/3A, 138/2, 134/2, Village Chikholi, Near Sarvodaya Nagar, Ambernath(W), Maharashtra, Dist. Thane, 421 503, either by hand delivery or Registered Post A.D. or by courier.

1(j) The Allottee shall be liable to deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the promoter within 07 days of such deduction made.

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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allotees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment 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 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 ..... square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not

intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

Provided, if the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter shall have additional option to terminate the agreement and to refund entire amount, excluding taxes, along with same rate of interest. If this option is exercised then the Allottee shall not be entitled to claim any damages or compensation. Parties have agreed for this clause with complete knowledge of RERA provisions.

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 3 defaults of payment of instalments, and/or for any other reason the Promoter decides to terminate this Agreement, then Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and/or email at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the 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 Allottee subject to adjustment and recovery of agreed liquidated damages i.e. 50% of Apartment/unit cost within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

Provided further that the promoter shall not be liable to refund the taxes and other statutory charges collected from the allotted till the date of determination of the agreement. It is

made clear that upon issuance of said termination notice present Agreement shall stand terminated and the Promoter shall have all rights to execute Agreement in favour of third party purchaser. If required, the Promoter may execute and register unilateral Deed of Cancellation in respect of present Agreement.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure.

6. The Promoter shall give possession to the Purchaser of the Unit on or before 31<sup>st</sup> March - 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee, within grace period of one year from the agreed date of possession, on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to pay to the Allottee the interest at the same rate as may mentioned in the clause 4.1 herein above from 1<sup>st</sup> April 2025 till the date of receipt of O.C.

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or Competent authority/court.

#### 7.1 Procedure for taking possession –

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

Advance maintenance charges shall be payable with effect from the date of handing over of possession or issuance of Occupation Certificate by Planning authority, whichever is early.

Maintenance charges would be required to be paid by the Purchaser at the time of handing over of the possession of the tenements by the Promoter to the Purchaser.

7.2 The Purchaser shall take possession of the Unit within 15 days of the written notice from the promoter to the Purchaser intimating that the said Units are ready for use and occupancy.

In case of joint purchase, the Promoter shall hand over possession to 1<sup>st</sup> purchaser. In case of death of 1<sup>st</sup> purchaser, the possession shall be handed over to 2<sup>nd</sup> purchaser.

In case of death of purchaser/s, the Promoter shall hand over possession to heirs of purchaser/s, subject to said heirs producing heirship certificate from competent civil court and further subject to payment of entire agreed consideration.

**7.3 Failure of Purchaser to take Possession of [Unit]:** Upon receiving a written intimation from the Promoter as per clause 7.1, purchaser shall pay the entire agreed consideration, advance maintenance charges, all other charges payable under this Agreement. Upon receipt of above referred payments and execution of necessary indemnities, undertakings and such other documentation as prescribed in this Agreement the Promoter shall hand over physical possession of said Unit. 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 and property tax as applicable with effect from date of Occupation certificate.

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

8. The Purchaser of Residential Unit shall use the same or any part thereof or permit the same to be used only for purpose of residence. Similarly purchaser of Commercial unit, shall use it only for commercial activity as permissible under Development Control regulations, upon taking all valid permissions and licenses.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which fifty one percent of the total number of allottees in a building book their apartments.

9.1 The Promoter shall within three months of obtaining of registration of the Society or Association or Limited Company, as aforesaid, cause to execute a lease deed or deed of assignment in favour of the society or Limited Company for the period of 60 years from 12.10.2007 as mentioned in clause 7 of the Agreement to lease executed on 12.10.2007 by CIDCO

9.2 The Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate.

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall pay maintenance charges, local taxes, betterment charges or such other levies by the concerned local authority and/or Government and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until Society takes charge, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts so paid by the Purchaser to the Promoter shall not carry any interest. On handing over of charge to Society the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society.

10. The Allotee shall on or before delivery of possession of the said premises pay all outstanding amounts payable under this Agreement.

11. The Allotee shall pay to the Promoter legal fees 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 Apartment Association and for preparing its rules, regulations and bye-laws.

12. At the time of registration of this Agreement, Allotee shall pay the stamp duty and registration charges payable.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

- i. The Promoter has 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;/Rera authorities.
- 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;/ Rera authorities.
- 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 [Apartment/Plot] 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 Apartment to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of handing over of charge to the Apartment Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Apartment Association of the Purchasers;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allotee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case

any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the 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 Apartment is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee 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. Purchaser hereby covenants to keep said Unit, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect

the parts of the building other than the said Unit. Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members without the prior written permission of the Promoters, in the event of breach of any of these conditions, the Allottee apart from being liable to make good at his/her own costs, the damage caused because of breaches, shall also be responsible for the consequences thereof.

xiii. Purchaser shall not fix any dish antenna outside the Unit or change the position of A.C condenser installed in the Unit or any of their accessories, which has possibility to spoil the exterior elevation of the Unit and the building. Purchaser can put additional AC condenser unit only after taking permission of Promoter

xiv. Purchaser shall not put any grill outside the windows of the Said Unit as well as shall not change the material, color, holes, windows, chajjas, railings etc which has possibility of spoiling the exterior elevation of the Unit and/or building.

xv. Purchaser shall not obstruct or prevent promoter in any manner from carrying out further construction of the buildings or structures, in such manner as promoter may deem fit and proper, as per the sanctioned Plans.

Xvi. In the event of any portion of the said property being required for putting up an electric sub-station/watchman room/Generator/OWC/STP/Fire Fight pump Room/UG tanks/ fire tanks which is shown in sanctioned layout plan the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit and the promoter has its own discretion to change the location of the same as and when required the allottee shall not raise any objection.

xvii. The allottee shall not sell transfer assign the allotment of the said unit to another party without the constant of promoter all the provision contained herein the obligation arising hereunder in respect of said project shall equally be applicable and enforceable against any allottees of said unit in

case of transfer as the said obligation go along with the said unit of all intents and purposes.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is handed over to association of Allotees

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be, after deducting 50% of total sale consideration, returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof

and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTEE / SUBSEQUENT ALLOTEES 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 Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY 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.

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

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

25. PLACE OF EXECUTION 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 Allotee, in after the Agreement is duly executed by the Allotee and the Promoter or simultaneously with the

execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

26. The Allotee 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.

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

Name of Allotee (Allotee's Address) Notified Email ID: \_\_\_\_\_ M/s Promoter name (Promoter Address) Notified Email ID: \_\_\_\_\_ It shall be the duty of the Allotee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allotee, as the case may be.

28. JOINT ALLOTEES That in case there are Joint Allotees all communications shall be sent by the Promoter to the Allotee 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 Allotees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allotee.

30. In the event of any dispute or differences between the parties hereto in relation to the interpretation of any terms or conditions of this Agreement for contract entered into by the parties by this Agreement, all disputes and differences between the parties would be referred to a Sole Arbitrator, being a practicing Advocate, to be appointed by mutual consent of the parties hereto and in the absence of such consent u/s 11 of the Arbitration & Conciliation Act, 1996 or any statutory amendments, requirements/modifications thereof and the parties agree that Civil Court will not have jurisdiction to try and entertain any such dispute. The seat of the Arbitration will be at Mumbai, the arbitration will be conducted in English and the Arbitrator will give reasons for the Award that will be binding upon both the parties.

31. GOVERNING LAW That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### **32. SPECIAL COVENANTS**

- i. The Promoter shall develop the said project and the said entire project in accordance with the plans, designs, specifications approved by the competent authority from time to time with such variation or as may be required by competent authority or the Government.
- ii. Commercial shops will be used for commercial purposes like offices, banks, hotels, banquet hall, wine shop, restaurant & bar, food court, food bazaar, hospitals, tuition centers and for any other uses, subject to approval from local and government authorities.
- iii. The Promoter has expressed its intention to dispose of the commercial/shops/flats/offices to be constructed in the said project on outright sale/ lease to the prospective buyers.
- iv. **Parking:** Following clauses will apply to the Purchasers who have been allotted the parking spaces;
  - a. The Allottee will utilize the parking, if allotted, for his/her/their personal use. The location and other details viz parking number shall be intimated at the time of handing over of possession of the said unit.
  - b. The Allottee shall not be allowed to allot/transfer/let-out said parking space to any outsider/visitor i.e. other than the unit Allottee of said unit.
  - c. The said parking space must be used only for the purpose of parking vehicle and not for any other purpose.
  - d. Allottee shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
  - e. Promoter has shown the open/stilt/Stack/Puzzle/Tower for four wheeler and two wheeler parking on approved plan, but the promoter on its own discretion can add/ delete/ change the parking during the construction as per his requirement. The allottee gives his free consent for the same to add puzzle/ Tower Parking.
  - f. The Developer has made provision of stack parking in stilt parking area itself. Meaning thereby the stilt parking space can be used to park two vehicles (1 at stilt level & 1 at stack level) The Developer has decided to allot the said parking space (compromising of 1 stilt parking and 1 stack parking) In common to, two flat purchasers. So that, the expenses for maintaining stack parking can be shared by said two owners. Furthermore, said two flat owners can make interse arrangements regarding their vehicles. The details regarding co-allottee of parking space shall be provided in parking allotment letter. The flat purchaser do not have any objection for such common allotment.

**g.** The Apartment Association shall not have right to cancel allotments made by Promoter and shall finally ratify the reservation of such parking in its first meeting at the time of handover by the promoter.

**v. Restrictive Covenant**

**a.** Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law of the unit in favor of Allottee unless all amount as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act, 1958 and registered under the Registration Act, 1908.

**b.** The Allottee shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. with remain the property of the promoter until the said project is conveyed to the Apartment Association of Allottees.

**vi. Default by Allottee:** Following shall be deemed to be a default on the part Allottee

:

(a) Default in making timely payment of sums due as mentioned in this agreement;

(b) Creating nuisance on the site resulting in danger/ damage to the said project/ said entire project/said land, treat to life;

(c) Delay in accepting the possession of the unit beyond a period of 2(two) months of intimation to take possession by Promoter;

(d) Refusing/delay in taking membership of Apartment Association formed for the said project;

(e) Breach of any terms and condition of this agreement;

(f) Breach of any law or provisions thereto.

(g) Obtain forceful occupancy possession of said unit before receipt of occupation certificate by competent authority.

The Allottee will not be in default if he corrects/ remedies such breach within 15 days of notice from the Promoter to the Allottee.

**vii. Declaration by the Promoters :** Promoter hereby declare as follows:

**a.** The Promoter is entitled to utilize design, brand, shape, size and color material

than that mentioned in the Annexure-\_\_ in the event the supply of promised material is withdrawn by the supplier or for any other reason. The promoter undertaken and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.

viii. **Declaration by the Allottee :** Allottee hereby declares as follow:

- a. The Allottee has verified the various documents mentioned in the agreement including title search report of the said land and it's satisfied that the promoter has absolute developable and marketable title to the said land.
- b. Allottee has verified and understood the proposed plan prepared by the promoter for the said entire project including the future development in its entirety and he/she nearby gives consent for the promoter making changes in said project as per said proposed project upon getting permission and sanctions from the concerned authority.
- c. Allottee is eligible and entitled to purchase the said unit and Allottee hereby assure, undertake to guarantee that the allottee shall use the said unit or any part there are of or permit the same to be used for the purpose of residence and/ or permitted professional activities. The Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities neither provided by the promoter nor claim any division or sub division of such common area.
- d. The Allottee hereby declares and confirms that he has seen the proposed revised plan.
- e. The allottee has verified and perused the development permission and commencement certificate and conditions contained therein. The allottee has also understood the proposed plan. The allottee has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies in providing permissions and infrastructure for the project.
- f. The allottee here by assure and undertake that he will not hold the promoter liable for any delay which are beyond the control of the promoters especially delays attributable to corporation or delays due to the various amendments made to governmental policies during the development of the said project. The allottee declares that he will not claim any interest or compensation from promoter or any

other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by promoter. The allottee has agreed to off-set the benefit of lower pricing of unit against any delay in future.

- g. If Allottee wishes to make a site visit during development, prior written permission from the promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee or to any of his family members or friends.
- h. The Allottee hereby, assures, undertake and confirm that the Allottee shall not at any time and in any case interfere, cause nuisance, block, obstruct, stop, raise any dispute, objection or contention whatsoever or in any way hamper the said right of way access provided in perpetuity to the adjoining land and/third party from the said land/set building/Tharwani's Sky View
- i. The Allottee shall make timely payment on the demand raised by promoter. In case of default in payment the allottee shall remedy the default within the prescribed period. The allottee shall not object to the cancellation of this agreement if the default continues.
- j. The promoter may complete any part portion or any floor of the said building and obtain part occupation certificate and give possession of the said unit to the allottee hereof in such situation, the allottee shall not be entitled to raise any objection thereto. If the allottee takes possession of the said unit in such of the said unit in such part completed building part or portion or floor the promoter or its agents or contractors shall carry on the remaining work with the allottee occupying the said unit. The allottee shall not object to protest or in any way of obstruct in the execution of such work even through the same may cause any nuisance or disturbance to him/it
- k. The Promoter will be entitled to place neon sign and Board for branding of "Tharwani Constructions" at strategic places in the entire project. The Promoter shall ensure a separate electric meter for the said purpose and the charges for such meter and maintenance of such neon sign/board shall be borne by the promoter. The Allottee assures that it shall not object to such neon sign and boards at any time.
- l. The Allottee understand and accept that the promoter is developing the said entire

project in phases. This agreement is for particular unit in one tower in a particular phase the right of the promoter to construct and develop this phase and all other phase remains unhindered and the allottee shall not claim exclusive right title and interest in any portion of the land or any phase or constructed/ under construction area or amenity space or the FSI on this said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.

- m. The Allottee shall obtain "No Objection Certificate' and No Dues Certificate" from promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit is handed over to Allottee whichever is later. Without obtaining the said certificate any document executed by Allottees in the name of a third party shall be treated as void –ab-initio'.
- n. The Allottee shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the promoters. Any default by the Allottee would be treated as breach of contract and promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottee.
- o. The Allottee shall also provide a copy of the leave and license agreement to the promoter along with a copy of the police verification, wherever the Allottee has rented the said unit to a 3<sup>rd</sup> party.

ix. **UNDERSTANDING BETWEEN THE PARTIES:** The Promoter and the Allottee also agree to the following:

- a. The Allottee shall not raise any demand on the Promoter for the delay in getting the supply of electric and water. On offering possession of the said unit to the Allottee, shall be liable to bear and pay their proportionate share in the consumption Of electricity and water if sourced from alternate Source in the intervening period.
- b. The Allottee shall be permitted/allowed to commence interior works in the said unit only upon obtaining Occupancy Certificate/part Occupation Certificate and possession letter from the Promoter and after making all payment as per this agreement. Prior to carrying, out the interior works in the said unit, the Allottee shall give to promoter, in writing the details of the nature of interior works to be carried out.

- c. Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said unit or the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.
- d. The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to promoter and no nuisance or Annoyance to the other Allottees. All costs and consequences in this regards will be to the account of the Allottee.
- e. The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do no dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said unit or the Building.
- f. The Allottee/s shall ensure that the contractors and workers do no use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter for this Purpose.
- g. All materials brought into the said unit for carrying out interior works will be at the sole cost safety, security and consequence of the Allottee and that Promoter will not be held responsible for any loss/theft/ damage to the same.
- h. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his /he/their/its own cost and that promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.
- i. During the execution of interior works, if any of the Allottees contractor /workmen/agents/ representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/agents/ representative will be removed forthwith and will not allowed to re-enter the said unit and the Building. Further, the Allottee shall be responsible for acts of such persons.
- j. The Allottee shall extend full cooperation to Promoter, their agent, contractors to ensure good government of such interior works.
- k. The Allottee shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

- i.** The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the material of interior world and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within 30 days of written notice from the Promoter.
- m.** Having regards to the elevation of the building in the said project, the Allottee shall fix identical grills/railing and the air Conditioner in the places that are predetermined by the promoters/ that shall be approved by the Promoters. The Allotted shall affix the external grill/railings of such common design as shall be finalizes by the Promoter in the manner and as per the specification given by the Promoters. Accordingly, the Promoter has informed the Allottee shall, prior to extending the glass railing provided to the said premises/fixing the grills to the windows/ balcony, take written permission from the promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.
- n.** Similarly, the Allottee shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new additional/facility/services/should the Allottee require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Allottee shall install such Instrument/receiver/dish, only after obtaining the written consent from the Promoter in the manner and at the location identified and approved by the Promoters.
- o.** Not put or place flower pots, vases or any plantation outside the Windows.
- p.** The Allottee shall not store any of their materials, belonging, and stock in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid, landing, etc.
- q.** The lift Facility in this project shall be used as per rules of the Apartment Association form for the management of said building/s it is to be economically use the allottee as well as his her their employees or heirs shall not misuse the said lift will take care and corporate about it. The quality of lift shall be good. But it is machine and is not manufactured by the promoters Therefore during the use of the lift and even as a result of any defect or otherwise if anyone is injured or any damage occurs then the Apartment Association or promoters and not become responsible for it and the allottee for his her their employees/heirs etc shall not demand/shall not be entitled to demand such in damages/compensation from them and the Allottee hereby gives his her their assurance and constant in it.
- r.** The cost of conveyance of said land to Federation shall be borne by Federation

and the allottees shall come forward to accept conveyance of said land in the name of Federation formed within two months' time of receiving intimation of such conveyance from the promoters.

**x. Maintenance Deposit:**

- a.** Commencing a week after notice in writing is given by the promoter to the allottee that the said unit is ready to use and occupation, the allottee Shall be liable to pay proportionate share of outgoings in respect of said land for water charges insurance common lights repairs, salaries property tax if any security, sweepers and all other expense necessary and incidental the maintenance of the said land such proportionate share of expense shall be calculated on ad hoc basis or on the the basic of area of the said unit plus the addition area attached to the said unit i.e. gross usable area vis a vis gross usable area of said project.
- b.** The Allottee shall also pay to the promoter advance maintenance of Thirty Six months aggregating to rupees \_\_\_\_\_/- for shop/commercial/flat and GST or any other taxes of rupees \_\_\_\_\_/- as common maintenance charges for the upkeep and maintenance of the said project building. The allottee shall draw cheque/demand draft/manager's cheque in the name of "Tharwani Constructions", "Tharwani's Sky View" maintenance A/C maintained in Punjab National Bank branch or any other bank has decided by the promoter. The amount so paid by the allottee to the promoter shall not carry any interest and remained with the promoter until the building is conveyed to the Apartment Association as aforesaid.
- c.** The allottee shall bear the pay monthly maintenance charge directly to the Apartment Association after the handing over of the building to the respective societies.
- d.** The Allottee contribution as mentioned above at the time of taking possession and shall not with hold the same for any reason whatsoever.
- e.** Upon conveyance in favour of Association or upon completion of 3 years of maintenance, whichever is earlier, the Promoter will hand over the charge to the respective Apartment Association and thereafter the Apartment Association will collect the further maintenance which will be decided by the Apartment Association. If in any case the handover gets delayed or not possible for any reason the promoter shall have all rights to revise i.e increase the amount of maintenance to be charged from the allottee for further period.
- f.** So long as each purchaser of the flats and Units in the New Building shall not be



separately assessed, the Purchaser/s shall pay such proportionate part of the assessment in respect of the New Building as may be provisionally determined by the Developer, whose decision shall be final and binding upon the Purchaser/s.

g. The Purchaser/s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the CIDCO/ Local Authority and/or Government and/or Public Authority

h. In case any deposit or money or any other charges are demanded by any authority for the purpose of giving water, electricity, sewerage, drainage and/or any other security deposit for appropriate connection to the New Building such deposit or money or any other charges, in addition to and over and above the charges specified in the same shall be payable by all the purchasers of the flats and Units in proportionate share and the Purchaser/s agree/s to pay within 7 (seven) days of demand to the Developer his/her/its/their share of such deposit or money.

i. If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the CIDCO Local authority, Government and/or any other public authority in respect of the said Premises and/or the New Building, the same shall be the responsibility of the all the purchasers of the flats and Units in the New Building and the same shall be borne and paid by all the purchasers including the Purchaser/s in proportionate shares.

xi. **Unsold Units in Project:**

a. The Promoter shall be included as member of said Apartment Association for unsold units upon formation of the Apartment Association.

b. The Promoter Shall be Entitled to sell the unsold unit in said project without any separate permission or consent of said Apartment Association. They promoter may mortgage the unsold units of the said project with the financial institution without any separate NOC from said Apartment Association.

c. The Allottee or Apartment Association shall not be entitled to demand any transfer charge for the transfer of unsold units by the promoter to prospective allottees.

d. The prospective allottee of unsold unit will be inducted as a member of the said Apartment Association and no objection shall be raised by the said Apartment Association or the allottee herein

e. The promoter shall be entitled to retain all unallotted parking space in the said project and allottee/ Apartment Association /confederation shall not raise any objection or create any hindrance in the enjoyment of said parking by the promoter.

f. Promoter shall be entitled to all the rights of being a member of Apartment



Association i.e. right to attend meeting, right to vote in the meeting etc.

g. Promoter shall not be liable to pay any maintenance charges in respect of unsold flats.

xii. **Waiver not a limitation to Enforce:**

a. The promoter may without prejudice to its right as set out in this agreement waive the breach by the allottee in delay in making payments as for the payment plan including waving the payment of interest for delay payment it is made clear and so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee will not be construed to be a precedent and/ or binding on the promoter to exercise such discretion in the case of other Allottee.

b. Failure on the part of promoter to enforce at any time or for any period of time the provisions hereof will not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision

c. Any delay tolerated or indulgences shown by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the allottee by the promoter will not been construed as a waiver on the part of the promoters of any breach for non-compliance of any of the terms and conditions of this agreement by the allottee nor will be same in any manner produce prejudice the right of the promoter.

xiii. **Compliance of laws relating to remittances:** The allottee, if a resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in foreign exchange management act,1999, reserve Bank of India act and rules and regulations made there under any statutory amendments (s) modification (s) made thereof all other applicable laws including that of the remittance of payment acquisition/sale/transfer of immovable properties in India etc, and provide the promoter with such permission, approvals which would enable the promoters to fulfil its obligations under this agreement. Any refund, transfer of security, provided in terms of the agreement shall be made in accordance with the provision of foreign exchange management act, 1999 or statutory enhancements or amendments thereof and the rules and regulation of the reserve Bank of India or any other applicable. The allottee understands and agrees that in the event of any failure on his or her path to comply with applicable guidelines issued by the reserve Bank of India; he/shall liable for any action under the foreign exchange

management act, 1999 other laws as applicable, as amended from time to time.

The promoter accept no responsibility in this regard. The allottee should keep the promoter fully indemnified and harmless in this regard. Whenever there is any changes in the residential status of the allottee subsequent to the signing of this agreement, it shall be sole responsibility of the allottee to intimate the same in writing to the promoter immediately and complete with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any allottee and such third-party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment received in favour of the allottee only.

In Witness whereof parties herein above named have set their respective hands and signed this Agreement for sale in presence of attesting witness signing as such on the day first above written

#### SCHEDULE- I HEREIN ABOVE WRITTEN

ALL THAT piece or parcel of land bearing plot No. 18, admeasuring 1050 sq.mt. Situated at Sector 35-I at Owe/Kharghar, Taluka – Panvel, Dist- Raigad and bounded as follows that is to say:

ON OR TOWARDS THE NORTH :  
ON OR TOWARDS THE SOUTH :  
ON OR TOWARDS THE EAST :  
ON OR TOWARDS THE WEST :  
Schedule of Apartment

Apartment No. ..... of the type ..... of carpet area (inclusive of areas covered by internal partition walls, but excluding external walls, exclusive shafts/balcony/terrace area etc) admeasuring ..... sq. metres (i.e. \_\_\_\_ Sq. Ft) on ..... floor in the building\_\_\_\_\_ /wing as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2, subject to a variation cap of three percent in said carpet area.

#### SCHEDULE- II HEREIN ABOVE WRITTEN

#### LIST OF AMENITIES

1. **Earthquake Resistant RCC design Structure with attractive elevation.**
2. **Elegant entrance lobby with Air-conditioner Lounge for Guests**
3. **Landscape in accordance with naturopathy.**
4. **Fully Air-Conditioned Club House with Hi-tech Gymnasium.**

5. Indoor games like Table tennis, Carom & Chess to suit your test.
6. Video Door security systems in each Apartment.
7. Vitrified tiles flooring except Master Bedroom.
8. Granite Kitchen Platform with Stainless Steel Sink, Service platform with door level tiles.
9. Modern Home Appliances in Kitchen with Water Purifier, 4 Burner Gas Hob with Chimney with Modular Kitchen.
10. All bathrooms beautifully designed with door height premium quality tiles.
11. Super branded diverter fittings or equipment in bathrooms.
12. Branded Modular Switches.
13. Concealed plumbing and wiring.
14. Gypsum finished walls painted with Plastic.
15. High speed elevators.
16. Stand by Generator for Lift & Common area.
17. Heavy Section powder coated Aluminium windows with good quality glass.
18. Wiring of ISI quality & provisions for TV, Telephone & Internet points in entire Apartment
19. Solar water heating System.
20. All Apartments are designed as per Vaastu.

IN WITNESS WHEREOF the Parties hereto have signed and delivered these presents the day and year herein above mentioned.

SIGNED SEALED AND DELIVERED

By the within named "PROMOTERS"

M/S. THARWANI CONSTRUCTIONS

Through its Authorized Person/s:

SHRI SUNILL THARWANI

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SIGNED SEALED AND DELIVERED

by the within named "ALLOTEE"

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**In the presence of:**

1.

2.

**Housiey.com**  
**RECEIPT**

RECEIVED from the above named the Other Party the sum of  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) as and by the way of part-  
payment/advance/full Sale Consideration as herein above mentioned by Cheque.

All Cheques are subject to realization.

**WE SAY RECEIVED**

**FOR M/S. THARWANI CONSTRUCTION**

**PROPREITIOR**