# AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Dhule on this ..... day of ....., 2024

**BETWEEN**

**M/s. Bhandari Realty and Infrastructure Company**, a Partnership Firm formed under the provisions of the Indian Partnership Act, 1932 bearing Registration no..... **PAN ABCFB0441K** having office at ....., hereinafter referred to as the "**DEVELOPER**" and/or "**PROMOTER**" and/or "**VENDOR**" (which expression shall unless it be repugnant to the context and meaning thereof mean and include its partners from time to time, legal heir, executors and assigns) of the **FIRST PART**

**AND**

Shri / Shrimati .....s/o / w/o, aged about ..... years, Aadhar ....., PAN ....., residing at ....., hereinafter referred to as the "**PURCHASER**" (which expression shall unless it be repugnant to the context and meaning thereof mean and include its legal heirs, representative, executors and assigns) of the **OTHER PART**

The Party of the First Part and the Party of the Second Part shall hereinafter collectively be referred to as "**Parties**" and individually referred to as "**Party**"

**WHEREAS**

**A.** The Developer is/shall be constructing the Building (defined herein) on the said "Project Land" (defined herein).

**B.** The chain of title of the Developer to the said Project Land and copy of the Report on Title is annexed hereto as **Annexure 1.**

C. As per the provisions of the Unified Development Control Promotion and Regulations, FSI and potential balance Layout FSI, FSI in the Form of Transfer of Development Rights (TDR) of Roads, Garden and/or plots under Reservation, is eligible and could be consumed for construction of Residential Building on the said Project Land as per the provisions of under UDCPR as amended up to date and from time to time by the Government of Maharashtra.

D. The Developer has applied for and obtained various permissions and sanctions for development and construction of Residential Building over the said Project Land.

**E.** The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at_no_; herein attached and marked as **"Annexure 2**".

**F.** The Developer have 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.

**G.** The Developer has appointed Structural Engineer for preparation of structural design and drawings of the New Multi-Storied Building and the development is under professional supervision of the Architect and Structural Engineer till the completion of construction of the Building.

**H.** The Purchaser/Allottee has applied to the Developer for allotment of Apartment/Unit/Premises in the Building and on the basis of the confirmations and undertakings given by the Allottee/s to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Developer has agreed to allot and sell the said Apartment to the Allottee/s for the consideration of **Rs._____/-**

(**Rupees_____Only**) and on the terms and conditions hereinafter appearing;

**I.** Prior to the execution of these presents the Allottee/s has/have paid to the Developer a sum of **Rs._____/- (Rupees_____Only),** being part consideration for the Apartment agreed to be sold by the Developer to the Allottee/s as advance payment (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee/s have agreed to pay to the Developer the balance consideration in the manner hereinafter appearing.

**J.** The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein.

**K.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

**L.** 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 in all the applicable laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

**NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understanding set forth in this Agreement and other good and valuable consideration (the adequacy of which is hereby mutually acknowledged), the parties, with the intent to be legally bound hereby agree as follows:**

## 1. DEFINITIONS

1.1 **"Act"** shall mean **The Real Estate (Regulation and Development) Act, 2016** and the rules and regulations framed there under together with all such amendments, modifications and /or re-enactments related thereto;

1.2 **"Agreement"** shall mean this **Agreement for Sale**, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Developer and the Allottee/s;

1.3 **"Apartment"** shall mean the premise having residential user located on the_____of the Building and shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as **"ANNEXURE ....."**;

1.4 **"Applicable Law"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgments, decrees, conditions of any regulatory approval or license issued by a government, government authorities, statutory bodies, concerned authorities, judgments and other requirements of any statutory and relevant body /authority;

1.5 **"Approvals"** shall mean and include but shall not be limited to all sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, Commencement Certificates, Occupation Certificates, notifications, Plans and such

other documents / writings by whatever name called that envisage the grant of consent enabling / facilitating construction / development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from the sanctioning bodies / concerned authorities in respect of the Building to be constructed on the Project Land or any part or portion of the Project Land;

1.6 **"Architect"** shall mean a person registered as an architect under the provisions of the Architects Act,1972;

1.7 **"Building"** shall mean the Residential building comprising of 1 (One) Wing reflected on the Sanctioned Layout Plan to be constructed by the Developer on the Project Land.

1.8 **"BCAM"** shall mean and include Building Common Area Maintenance charges payable by the Purchaser/s inter-alia for maintenance of the Building.

1.9 **"Carpet Area"** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, open terrace area, but includes the area covered by the internal partition walls of the Apartment.

1.10 **"Covered Parking Space"** shall mean the area situated in the Building for parking of the vehicle of the Allottee/s and it does not include a garage.

1.11 **"Common Areas and Amenities"** shall mean the areas, amenities and facilities intended for the common use of all the Allottee/s of the apartments in the Project and includes the amenities mention in the **Annexure 3** to be constructed on the Project Land according to the Sanctioned Layout Plan along with the internal path / road lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc.;

1.12 "**Developer's Area**" shall mean and include Carpet Area of ..... Sq. Ft. equivalent to ..... Sq. Mtrs. constructed in the said Building known as Prem Lata.

1.13 **"Direct Tax"** shall mean Income Tax or Corporate Tax or any similar tax or levy, whenever and wherever charged, levied or imposed together with interest and penalties in relation thereto.

1.14 **"Force Majeure Event"** shall mean any event or combination of events or circumstances beyond the control of the Developer which cannot despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented and which adversely affects the Developer's ability to perform obligations under this Agreement, which shall include but not be limited to:

(a) war, civil commotion or act of God;

(b) any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court / tribunal/ authority.

1.15 **"FSI" / "Floor Space Index"** shall have the same meaning as assigned to it in the Building Rules or Building By-Laws or Unified Development Control Promotion and Regulations applicable in the State of Maharashtra;

1.16 **"Indirect Tax"** means Goods and Service Tax, Customs and Import Duties, or duty of any nature whatsoever whenever imposed and/or levied, by any Authority, together with interest and penalty in relation thereto, excluding any Direct Tax.

1.17 **"Interest"** shall mean Simple Interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2% per annum. MCLR shall be taken as applicable on 1st day of each quarter and the same shall be deemed to be applicable MCLR for the said quarter. Provided, if SBI MCLR is no longer in use, MCLR shall be replaced by equivalent benchmark rate used by SBI.

1.18 **"Internal Apartment Amenities"** shall mean the amenities, fixtures and fittings listed in the **Annexure 4** annexed hereto proposed to be provided by the Developer in the said Apartment;

1.19 **"Plans"** shall mean the drawings, plans, site plan, building plan, service plan, paring and circulation plan, landscape plan, layout plan, zoning plan, Sanctioned Layout Plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the concerned authorities in respect of the Project together with the amendments, modifications and alterations related

thereto and together with all future plans, drawings and layouts as may be submitted by the Developer from time to time and approved by the concerned authorities in respect of the Project;

1.20 **"Project"** shall mean the proposed construction and development on the Project Land under the name and style "**Prem Lata**";

1.21 "**Project Land**" shall mean the said Land 1 and the said Land 2, more particularly mentioned in Annexure 1, collectively hereinafter referred to as the **"Project Land",** more particularly described in **SCHEDULE 1** herein below**.**

1.22 **"Project Completion"** shall mean the completion of the development of the Building as per the RERA Webpage, subject to Force Majeure Event;

1.23 **"Purchaser/Allottee"** shall mean and include the person to whom the Apartment and the right to vehicle Parking Space has been allotted through sale, transfer or otherwise and include the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom the Apartment and/or the Parking Space is given on rent;

1.24 **"Society"** shall mean the proposed Society formed by the Apartment/Unit/Premises/Flat Owners of the said Building, as the case may be, under the provisions of the Maharashtra Co-operative Societies Act, 1960.

1.25 **"Structural Engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being in force;

## 2. CONSIDERATION

2.1 M/s. Bhandari Realty and Infrastructure Company, the Developer herein shall construct the Building on the Project Land in accordance with the Approvals and Plans.

2.2 Subject to the terms and conditions of this Agreement, the Developer/Developer hereby agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase from the Developer the Apartment together with the Internal Apartment Amenities including Car Parking Space at or for the consideration of **Rs._____/-(Rupees_____ Only)**

2.3 The Developer agrees to grant and allot to the Allottee/s car Parking, to park the Allottee/s their own vehicle for the limited and restricted purpose of parking their light motor vehicle and for no other purpose whatsoever, the car parking space, which shall be identified only upon the completion of the project and the right to use the same shall be subject to the bye-laws of the Society.

2.4 The said Apartment and right to use respective vehicle Parking Space shall hereinafter collectively be referred to as **"the said Premises"** and are more particularly described in the **SCHEDULE II** hereunder written.

25 The Allottee/s have paid on or before execution of this Agreement a sum of **Rs._____/-(Rupees _____Only)** as advance payment in the following manner:

| **Sr. No.** T | **Amount** | **Cheque No./RTGS ref. no.** | **Date of the Cheque/RTGS** | **Bank and Branch** |
|---|---|---|---|---|
| 1.h | | | | |
| 2.e | | | | |

Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs._____(Rupees _____ only) not more than **10%** (Ten Percent) of the total Consideration, as advance payment or application fee and hereby agrees to pay to Developer the balance amount of Rs. _____ (Rupees _____ only) in the following man ner :

(a) Amount of Rs...../ (..... only) being **15%** of the total consideration amount on completion of the Plinth of the building;

(b) Amount of Rs...../ (..... only) being **.....%** of the total

consideration amount on completion of ..... slab;

(c) Amount of Rs...../ (..... only) being **.....%** of the total consideration amount on completion of ..... slab;

(d) Amount of Rs...../ (..... only) being **.....%** of the total consideration amount on completion of ..... slab;

(e) Amount of Rs...../ (..... only) being **5%** of the total consideration amount on completion of the walls, internal plaster, of the said Apartment;

(f) Amount of Rs...../ (..... only) being **5%** of the total consideration amount on completion of the staircases, lift wells, lobbies up to the floor level of the Said Apartment;

(g) Amount of Rs...../ (..... only) being .....**%** of the total consideration amount on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located;

(h) Amount of Rs...../ (..... only) being **.....%** of the total consideration amount 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 may be prescribed in the Agreement of sale

of the building in which the said Apartment is located.

(i) Amount of Rs...../ (..... only) being **balance** of the total consideration amount on the Developer obtaining the Occupation Certificate in respect of the said Apartment and offering physical possession to the Allottee/s of the said Apartment together with the Internal Apartment Amenities and the Common Areas and Amenities.

26 The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax ("**TDS**") as applicable from time to time. The Allottee/s hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3 (three) days from the date of the payment being made provide the original TDS Certificates to the Developer. The Allottee/s hereby agrees and undertakes that the Allottee/s shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Developer on time and any consequences related to non-payment including levy of penalties, interest etc. shall be solely to the account of the Allottee/s and the Allottee/s shall indemnify and keep indemnified the Developer in respect thereof. Provided that at the time of handing over the possession of the said Apartment, if any TDS certificate / challan is not produced, the Allottee/s shall pay equivalent amount as **Interest-Free Refundable Deposit** with the Developer, which deposit shall be refunded by the Developer on the Allottee/s producing such challan / certificate within 2 (two) months of possession. Provided further that in case the Allottee/s fails to produce such challan /

certificate within the stipulated period of 2 (two) months, the Developer shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

27 The Consideration payable above excludes taxes (consisting of tax paid or payable by the Developer by way of **Goods and Service Tax (GST)** 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 Developer up to the date of handing over the possession of the Apartment and thereafter, shall be borne and paid by the Allottee/s alone and the Developer shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to GST, Swachh Bharat Cess, Krishi Kalyan Cess, LUC Charges and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies ("**Statutory Charges**") under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of said Premises and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts shall be borne and paid by the Allottee/s alone.

28 The Allottee/s shall also fully reimburse the costs and expenses that may be incurred by the Developers by reason of any legal proceedings that may be instituted by the concerned authorities or the Government against the Developers or vice-versa on account of such liability. Further, in an event additional taxes are levied in any

manner or form by any the concerned authorities or the Government on the transaction contemplated herein by virtue of change in the Applicable Law or otherwise then the Allottee/s shall solely be liable to make payment of such additional taxes.

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

2.10 The Allottee shall deposit all payments towards the Consideration due and payable to the Developer in the bank account held by the Developer with …….Bank in the name and style of **'……..'** bearing **Account No**…**……**(hereinafter called and referred to as the **"Collection Account"**)and all the cheques/demand drafts etc. shall be drawn in favour of the aforesaid Collection Account. In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s shall ensure that such financial institution pays all such amounts towards the Consideration on respective milestones as mentioned hereinabove into the Collection Account and the

Allottee/s shall give the necessary instructions to the financial institution. Any payments made in favour of any other account other than the Collection Account shall not be treated as payment towards the Consideration and shall be construed as a breach on the part of the Allottee/s, in which event the Developer shall be entitled, at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

2.11 In terms of provisions of the Act, the …….. Bank shall divide the amounts deposited with it in the **Collection Account** in the proportion of **70:30** and the Bank shall transfer 70% of the amounts deposited as aforesaid in the Collection Account, to **Account No……**opened by the Developer with …….. Bank which shall be designated account in terms of the said Act (hereinafter referred to as "**the Designated Account**").

2.12 Simultaneously, with the payments of installments referred to herein above, the Allottee/s shall pay the Statutory Charges including all applicable taxes, cesses, levies and all impositions in favour of "**……**"which shall be deposited in the account being Account No……..opened by the Developer with …… Bank (for the purpose hereinafter referred to as the "**Tax Collection Account**"). The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Developers shall be paid by the Allottee/s on demand made by the Developer simultaneously with the payment of the instalments towards the Consideration as stated above within 30 (Thirty) days in the Tax Collection Account and the Allottee/s/s shall indemnify and

keep indemnified the Developer from and against the same. In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s shall ensure that such financial institution pays all such amounts timely against the Statutory Charges into the Tax Collection Account. The Allottee/s shall give the necessary instructions to the financial institution. Any payments made in favour of any other account other than the Tax Collection Account shall not be treated as payment towards Statutory Charges and shall be construed as a breach on the part of the Allottee/s, in which event the Developer shall be entitled, at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

The Allottee/s may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at their cost and responsibility. The Allottee/s obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee/s ability or competency to obtain such financing and the Allottee/s will always remain bound to make payment of the Consideration, Statutory Charges and other amounts payable under the terms of this Agreement. The Developer shall not be responsible in any manner whatsoever if any bank/financial institution refuse to finance the Apartment on any ground or revokes the loan. Further, if any bank / financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee/s shall not make such refusal/delay an excuse for

delay or non-payment of any installments / dues to Developer within stipulated time as per the Payment Plan.

2.13 It is specifically agreed by the Allottee/s that this Agreement shall not create any right, interest and/or claim of the Allottee/s on the Apartment agreed to be sold until and unless all the amounts due and payable by the Allottee/s and as recorded herein are paid by the Allottee/s to the Developer in the manner provided herein.

2.14 In case if there is any variation in the area of the Apartment +/- 3% then in that event the Consideration shall stand modified proportionately and the total price payable shall be recalculated upon confirmation by the Developer. It is understood between the Parties that every instance of refund by the Developer to the Allottee/s or further payment of consideration by the Allottee/s to the Developer shall be made within a period of 30 (Thirty) days from the date of the change in area being ascertained.

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

2.15 Time is of essence for the Developer as well as the Allottee/s. The Developer shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/s and the

Common Areas and Amenities to the Society after receiving the Completion Certificate. Similarly, the Allottee/s shall make timely payments of the instalments and other dues payable by him/her and meet the other obligations under this Agreement.

## 3. DEFAULT IN PAYMENT OF CONSIDERATION

3.1 The Allottee/s agrees to pay to the Developer, Allottee/s Interest, as defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee/s to the Developer under the terms of this Agreement. The Allottee/s' Interest shall be payable from the date the concerned payment becomes due and payable till the date of actual payment. All payments made by the Allottee/s shall first be adjusted against the outstanding interest amount, if any, then towards the principal amount and then towards Statutory Charges, if any.

3.2 In addition to the Allottee/s liability to pay Allottee's Interest, the Allottee/s shall also be liable to pay and reimburse to the Developer, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Developer for the purpose of enforcing payment of and recovering from the Allottee/s any such reasonable dues whatsoever payable by the Allottee/s under this Agreement.

3.3 Without prejudice to right of the Developer to charge the interest in terms of this Agreement, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including their proportionate share of taxes levied by concerned authority and other outgoings), the Developer shall be entitled at his own option, to

terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

3.4 In the event Developer fails to deliver timely possession of flat or Allottee/s defaults in payment of Installments as prescribed hereinabove Rate of Interest payable by Developer to Allottee/s or by Allottee/s to Developer at **Developer Interest** or **"Allottee/s Interest",** as the case may be.

3.5 Refund of any amount which is payable by Developer to Allottee/s; Interest; and compensation shall be made by Developer to Allottee/s within 30 (Thirty) days from the date on which such Refund; Interest and compensation amount becomes due and payable to Allottee/s.

## 4. INTERNAL APARTMENT AMENITIES AND COMMON AREAS AND AMENITIES

4.1 The Allottee/s confirms that the Developer shall not be liable to provide any other fixtures and fittings save and except those mentioned in **Annexure 3 and Annexure 4**. The Allottee/s hereby agrees and undertakes that the Allottee/s shall not raise any objection or dispute in the event of there being any marginal difference in the quality / standard of the Internal Apartment Amenities.

4.2 In the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Developer, the Allottee/s agrees not to claim any reduction or concession in the Consideration on account

of any change or substitution in the Internal Apartment Amenities.

4.3 With regard to the Common Areas and Amenities which are described in **ANNEXURE 3** annexed hereto, it is agreed that:

(a) The Allottee/s shall not have any right, title and interest in respect of the said Common Areas and Amenities. The Allottee/s shall only be permitted to use the said Common Areas and Amenities on such terms and conditions as the Developer shall deem fit;

(b) The Allottee/s hereby confirms and consents that the Developer has irrevocable, absolute and unfettered right to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with the said Project Land and the said Building and dispose of the Apartments/Units and allot parking spaces including common areas, in the manner deemed fit by the Developer without any consent or concurrence of the Allottee/s or any other person. The Allottee/s confirms that the aforesaid recreational/amenities facilities in the said Building are available only for the use and enjoyment of the holders of various Apartments of the Building, subject to discretion of the Developer, without any right, title, interest and/or claim of the Purchaser/Allottee/s on the same. The Allottee/s hereby covenants to exercise his/her/their right consistently with the rights of the other prospective Allottee/s and undertakes not to do any act, matter or thing which would affect/prejudice the right of the other Allottee/s of their respective apartments including the

covered parking spaces and the Common Areas and Amenities.

## 5. LAYOUT OF THE PROJECT LAND

The Developer has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee/s as under:

(a) According to the Sanctioned Layout Plan, the Project shall comprise of 01 Building having 01 (One) wing;

(b) The Building shall have Parking Space + 1st to 5th habitable upper floors;

(c) The estimated date of completion of the Project is ……., 202…subject to Force Majeure Event as defined above;

## 6. FORMATION OF APARTMENT / SOCIETY

(a) A separate body / Association of Apartment Owners / Company shall be formed and the Promoters and the Allottee/s shall sign all necessary documents required for the formation and registration of the said body/Association of Apartment Owners / Society. Further, no objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws as required to be made by the Promoters as per their commitments to various persons, Allottee/s and or any other competent authority, as the case maybe. It agreed by and between the parties that the Promoter is free to form either an Association of

Apartment Owners or Society of all the Apartment of the Owners in the Said Project and the Allottee/s shall not raise any objection to the same on any ground whatsoever and the Allottee/s hereunder give his/her/their irrevocable consent for the same. However, the Promoter is not allowed to form Body which is not in consonance with the provisions of said acts i.e. with RERA and MOFA.

(b) At the time of registration of conveyance of the structure of the building, the Allottee/s shall pay to the Promoters, the Allottee/s share of stamp duty and registration charges payable, by the said body on such conveyance or any document or instrument of transfer in respect of the structure of the said Building.

(c) The Allottee/s along with other allottee(s) of Apartments in the said Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and 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. 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 maybe, or any other Competent Authority.

(d) The Promoter shall, within three months of 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

(e) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

(f) Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Building namely local taxes, betterment charges or such other levies applied by the concerned local authority and/or Government Authority, 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 said Building. Until the Society or Limited Company is formed and the said structure of the building or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ...../- (Rupees ..... only) per month towards the outgoings. The amounts so paid by the Allottee 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 handed over by the Promoter to the Society or the Limited Company, as the case may be.

## 7. REGISTRATION

It shall be the responsibility of the Purchaser to immediately after the execution of this Agreement, at his/her/its own and expense, lodge the same for registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Developer the serial number under which the Agreement is lodged so as to enable the representative of the Developer to attend the office of Sub-Registrar of Assurances and admit the execution and registration thereof. The Developer may extend assistance and co-operation for execution and registration of this Agreement. However, the Developer shall be liable for delay or default in such registration due to its negligence.

## 8. POSSESSION

8.1 The Developer shall within 7 (seven) days of receiving the Occupation Certificate of the Project give the Intimation to the Allottee/s. The Intimation shall call upon the Allottee/s to take possession of the Apartment within a period of 15 (fifteen) days from the date of receipt of the Intimation.

8.2 Upon receiving the Intimation, the Allottee/s shall pay the balance Consideration, Statutory Charges as well as the sums recorded to

the Developer in these Presents and shall take possession of the Apartment from the Developer. The Allottee/s shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and under the Act and the Developer shall give possession of the Apartment to the Allottee/s.

8.3 As part of the transaction contemplated herein, the Allottee/s shall, on the receipt of Occupation Certificate by the Developer, pay to the Developer, inter alia, the following amounts over and above the Consideration and Statutory Charges as mentioned hereinabove and all other amounts payable by the Purchaser/s to the Developer under this Agreement or otherwise:

| Sr. No. | Particulars | Amount (Rs.) |
|---|---|---|
| 1. | Ad hoc interest free maintenance and Municipal charges and Development Charges | |
| 2. | Electric/Water meter charges | |
| 3. | Legal Charges | |
| 4. | Share Money | |
| 5. | Piped gas charges | |
| 6. | Infrastructure and development charges | |
| | **TOTAL** | |

The Developer shall not be liable and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the

said Apartment and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee/s agrees to pay to the Developer, such other charges or such other amounts under such heads as the Developer may indicate and the Allottee/s agrees to pay to the Developer, such increased charges as the Developer may indicate without any delay and demur.

8.4 In the event the Allottee/s fails and/or neglects to pay any of the amounts stipulated in these Presents and/or to take possession within the specified period, it shall be deemed that the Allottee/s has taken possession from the date of expiry of the notice period specified in the Intimation and that date shall be deemed to be the **"Possession Date"** and all obligations of the Allottee/s related to possession of the said Apartment shall be deemed to be effective from the said Possession Date.

8.5 Maintenance charges shall be decided by the Society and shall be paid to the Society directly by the Allottee/s on and from the Possession Date.

8.6 The Developer shall handover all the necessary documents and plans as per the local laws to the Society within a period of 30 (Thirty) days after obtaining the Occupation Certificate.

## 9. USE AND OCCUPATION

9.1 The Purchaser/s shall use the Apartment/Flat/Unit/Premises or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever.

9.2 The Purchaser/s shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Developer or other occupiers of the Building or to any one in its vicinity or neighbourhood.

9.3 The Allottee/s shall use the Parking Space only for purpose of parking the Allottee/s owned vehicle. The Parking Space is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles etc.

9.4 In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned authority and/or Government and/or other public authority, on account of change of user of the said Apartment/Flat/Unit by the Allottee/s, the Allottee/s alone shall bear and pay such penalty, premium or other sums of demand.

## 10. TERMINATION

10.1 The occurrence, happening or existence of any of following events shall be considered as the **"Allottee/s Event of Default"**

(a) On the Allottee/s committing three default in payment on the due dates, of the instalments or any other amounts due and payable of the

Allottee/s committing breach of any terms and conditions of this agreement, the Promoters shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters have given to the Allottee/s fifteen days prior notice in writing of the Promoter's intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Allottee/s has / have irrevocably agreed to the same.

(b) It is agreed between the parties that upon cancellation of agreement by Purchaser/s or termination of this Agreement, the Promoters shall deduct 10% of Total Flat cost Agreed + Stamp Duty, towards administration and other expenses etc., out of the instalments of the consideration which the Allottee/s might have till then paid to the Promoters and refund the balance amount (if any), without any interest. It is further agreed that the balance amount, if any, shall be paid by the Promoters to the Allottee/s after resale of the said Apartment in the manner of receipt of consideration from new Allottee/s. The Allottee/s shall have no claim except for repayment of the amount payable as mentioned above. The Allottee/s hereby agrees that in that event all of his/her/their rights in the said Flat / Apartment shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The information letter sent by the Promoters calling upon the Allottee/s to collect the Balance amount will in itself be considered as the cancellation of this agreement in to. The Promoters shall be entitled to resale the said Apartment and/or dispose of or otherwise alienate the same in any other manner as the Promoters in its sole discretion thinks fit. The Allottee/s agrees to the same. The Promoters shall not be responsible to refund any kind of tax like service tax / GST / stamp

duty / registration fees etc. collected from the Allottee/s at any given point of time.

(c) The Allottee/s is also made aware that depending upon various promises and assurances given by the Allottee/s, the Promoters has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the Allottee/s for any reason whatsoever, the Promoters in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Allottee/s for any reason whatsoever, the Promoters shall be entitled to retain, withhold and forfeit 10% of Total Flat cost Agreed + Stamp Duty + Govt. Charges, taken from and out of the amount until then paid by the Allottee/s to the Promoters and then the Promoters shall be liable to repay only the balance amount (if any) from the amount received by the Promoters on resale of the said Apartment. In this case reduction in price of the Apartment will be considered as damages/loss of the Promoters in addition to the loss and expenses.

(d) Failure on part of the Allottee/s to make payment of any installments/ towards Consideration and/or Statutory Charges and/or any other amounts under this Agreement; or

(e) Breach of any of representations, warranties and covenants or failure to perform, comply and observe any of their obligations and responsibilities as set forth in this Agreement; or

(f) If any of the representations, declarations and/or warranties etc. made by the Allottee/s in the Booking Form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and / or entered into by the Allottee/s is untrue or false;

(g) If the Allottee/s have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound-up;

(h) If the Developer is of the opinion and/or belief that the Allottee/s is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Project and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;

(i) If the Developer is of the opinion and/or belief that any material information affecting the transaction contemplated herein has been suppressed by the Allottee/s;

(j) Any other acts, deeds or thing, which the Allottee/s may omit or fail to perform in terms of this Agreement, which in the opinion of the Developer, amounts to an event of default. The Allottee/s hereby agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Allottee/s.

10.2 On the occurrence, happening or existence of any of the Allottee/s's Events of Default as stated above, the Developer shall be entitled to give 15 (Fifteen) days notice in writing by registered post acknowledgement due at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach/s of terms and conditions in respect of which it is intended to terminate the Agreement (**"Allottee's Default Notice"**). Upon failure of the Allottee/s to rectify/cure the

Allottee/s Event of Default within the time period stipulated in the Allottee/s Default Notice, this Agreement shall automatically stand terminated without any further notice / intimation to the Allottee/s. It is clarified that upon such automatic termination of this Agreement, no separate document / Deed of Cancellation shall be executed / registered between the Parties, provided that if the Developer requires the Allottee/s to execute and register a deed, document, or writing including a Cancellation/Termination Deed, then the Allottee/s shall do the same without any delay or demur. On failure of the Allottee/s to execute and register a deed, document or writing including a Cancellation Deed as stated above, the Developer shall be entitled to file declaration recording the automatic termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

10.3 The Developer may, at its sole discretion, condone the breach committed by Allottee/s and may revoke cancellation of the allotment, provided that the Apartment has not been re-allotted to another person till such time and Allottee/s agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration, subject to such additional conditions/charges/undertaking as may be decided by the Developer. The Developer may at its sole discretion waive the breach by Allottee/s for non payment of the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee/s shall pay the full amount of interest due.

10.4 On and from the date of such termination on account of Allottee/s

Event of Default as mentioned herein, the Parties mutually agree that the Developer shall refund to the Allottee/s (subject to adjustment and recovery of any damages or any other amount which may be payable to the Developer) within a period of 30 (Thirty) days of the termination, the Consideration or part thereof which may till then have been paid by the Allottee/s to the Developer but the Developer shall not be liable to pay to the Allottee/s any interest and/or penal interest or bear any charge of whatsoever nature on the amount so refunded. Upon the cancellation / termination, the Developer shall be entitled to sell or otherwise dispose of the Apartment/Flat/Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Developer may in its sole discretion think fit and proper and the Allottee/s shall not be entitled to raise any objection or dispute in this regard.

10.5 The said refund by the Developer to the Allottee/s, sent through cheques/demand draft by hand delivery or registered post acknowledgement due at the address of the Allottee/s mentioned herein or by email or by any other means, shall be full and final satisfaction and settlement of all claims of the Allottee/s under this Agreement, irrespective of whether the Allottee/s accepts / encashes the said cheques / demand draft or otherwise. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Developer shall be entitled to allot and/or deal with and dispose of the said Apartment/Flat/Unit to any third party without reference or recourse to the Allottee/s.

10.6 In the case of joint allotment of the Apartment in favour of joint Allottee/s, the Developer shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee/s, which payment/refund shall be constructed to be a valid discharge of all liabilities towards all such joint Allottee/s.

## 11. TAXES ANDOUTGOINGS

11.1 On and from the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Apartment/Flat/Unit) of outgoings in respect of the said Apartment/Flat/Unit, the Building and the Project namely share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, insurance, salaries of the sweepers, chowkidars and other local taxes, charges or such other levies by the concerned authority or Government and all expenses necessary and incidental to the management and maintenance of the said Apartment/Flat/Unit, the Building and the Project.

11.2 The Allottee/s further agrees to pay to the Developer prior to taking possession of the Apartment an amount of Rs. …/- per sq.ft. carpet area towards contribution of the Allottee's share to the society fund.

11.3 The Allottee/s shall be liable to pay the interest, penalty or charges that may become payable on account of any delay in payment towards the taxes and outgoings.

11.4 In case, after handing over of possession of the Apartment, on the Developer determining that there is any deficit in any of the amount, then the Allottee shall forthwith on demand pay to the Developer the Allottee's proportionate share to make up such deficit.

11.5 It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the Apartment/Flat/Unit and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

12.(A) **NON-NEGOTIABLE CLAUSE**

i. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s 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 6 of this Agreement.

ii) Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the allottee committing default in payment on due date any amount due and payable by the Allottee to the promoter

under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the 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 mail at the e-mail address provided by the allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the 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 any agreed liquidated damages or any other amount which may be payable to Promoter) 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 Allotee/s to the Promoter."

It is hereby agreed that subject to the terms of this agreement, the Allottee/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Department etc. at the time of sanctioning/revision of the plans or at the time of granting completion certificate. The Allottee/s shall not be entitled to claim possession of the said Apartment until the completion certificate in respect of the said apartment is received from the Pune Municipal Corporation and the Allottee/s pays all dues, advances, deposits, etc. payable under this agreement in respect of the said flat / Apartment to the Promoters and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pune Municipal Corporation the Promoters shall be absolved from or any liability in case any addition and/or alteration to the flat/Apartment/building by the Allottee/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of

maintenance by the Allottee/s/ society / association, any event of force majeure and any act of God.

## 12.(B).DEFECT LIABILITY

If within a period of five years from the date of handing over the flat / Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. The word defect here means only defect on account of workmanship, quality or provision of service caused on account of wilful neglect on part of the Promoters and shall not mean defects caused by normal wear and tear, negligent use of apartment by the Allottee/s, vagaries of nature etc.

It is agreed that the described liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoters has given the necessary intimation for possession to the Allottee/s or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections, electricity supply connections and electricity fittings or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. Or change of tiles in bathroom, WC, kitchen, entire flooring, drill of any kind to fix any furniture, fittings. If any of such works are carried out or any heavy load are stored in the said Apartment, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee/s alone shall be responsible for it. Further the Allottee/s will be liable for paying damages, if any, to the Allottee/s/Owner/User of apartment below or any affected apartment. If due to the Allottee/s or any other Allottee/s act or negligence, the Allottee/s flat / apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoters shall not be liable for the same.

The Allottee/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land /building or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Allottee/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.

Further the Allottee/s will be liable for paying damages, if any, to the Allottee/s/ Owner / User of flat below or any affected flat. If due to the Allottee/s or any other Allottee/s act or negligence, the Allottee/s Apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoters shall not be liable for the same.

## 12. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

12.1 The Developer hereby represents and warrants to the Allottee/s as follows, which representations and warranties the Allottee/s have independently verified and has satisfied himself / herself / itself regarding the same

(a) The Developer has a clear and marketable title with respect to the Project Land in the manner provided in the Certificate of Title annexed to this Agreement and has the absolute right to carry out development and sale of the units upon the Project Land;

(b) The Developer has actual, physical and legal possession of the Project Land for the implementation of the Project;

(c) The Developer has lawful rights and requisite approvals from the concerned authorities to carry out development on the Project Land and shall obtain requisite approvals from time to time to complete the Project;

(d) There are no litigations pending before any Court of law with respect to the Project Land;

(e) All approvals, licenses and permits issued by the concerned authorities with respect to the Project, Project Land and the

Building are valid and subsisting and have been obtained by following due process of law and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, the Project Land, the Building and the Common Areas and Amenities;

(f) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(g) The Developer 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 Project to the concerned authorities;

(h) No notice from the Government or any other concerned authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the said Certificate of Title;

(i) The Developer 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 authority at the time of sanctioning the Plans or thereafter and shall, before handing over possession of the Apartment/Flat/Unit to the Allottee/s, obtain from the concerned authority Occupation Certificate and/or Completion Certificate in respect of the Apartment/Flat/Unit.

## 13. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S

13.1 The Allottee/s represents and warrants to the Developer as follows:-

(a) The Allottee/s have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case maybe;

(b) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of its assets and/or properties;

(c) The Allottee/s have neither received any notice of attachment under any rule, law, regulation, statute etc. nor their assets/properties are attached;

(d) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a willful defaulter and/or a warrant is issued against him/ her/ them;

(e) no execution or other similar process is issued and/or levied against him/ her and/or against any of his/ her assets and properties;

(f) he/ she is not of unsound mind and/or is not adjudged to be of unsound mind;

(g) he/ she has not compounded payment with his/her/their creditors;

(h) he/ she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6

(six)months;

(i) he/ she is competent to contract and enter into this Agreement as per the Applicable Laws.

## 14. MUTUALCOVENANTS

14.1 Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample Apartment, if any, constructed by the Developer and all furniture and fixtures, electronic goods, amenities, articles etc. provided therein are only for the purposes of sample Apartment and the Developer is not liable, required and/or obligated to provide any furniture and fixtures, electronic goods, amenities, articles etc. as may be displayed in the sample Apartment other than as expressly agreed by the Developer under this Agreement.

14.2 The Allottee/s understands, confirms and agrees that the information, details, images, sketches and elevation contained in the leaflets/brochures or any other printed material are only indicative and artistic imagination and may not be exact or accurate and the same does not form either the basis or part of the offer or contract. The Allottee/s further confirms and accepts that he/ she has relied upon the approved plans. The Allottee/s confirms that he/she/they have done site inspection and is/are aware of the planning, surroundings in and around the said Project Land.

14.3 It is agreed and clarified that the Developer shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and

license basis and/or otherwise deal with and dispose of the apartments and parking spaces and the Puchasers shall collectively form the Society.

14.4 The Developer shall not be liable or required to pay any fees/charges and/or any amount for formation of the Society, after the apartments/flats/units is/are handed over to the Purchaser. The Society shall not issue Share Certificate to the Allottee/s without obtaining a No-Objection Certificate from the Developer certifying that the Developer has no outstanding dues pending on any account to be received from the Allottee/s and remaining unpaid. If the Society issues Share Certificates to the Allottee/s without adhering to or abiding by the aforesaid condition, the Allottee/s as well as the Society shall be jointly and severally responsible and liable to pay such amounts due and payable, if any, by such Allottee/s to the Developer and the Developer shall have a charge on the said Apartment and the shares that would have been sold to the Allottee/s.

14.5 As and when called upon by the Developer, the Allottee/s agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Developer for admitting the Allottee/s as the member of the Society. The Allottee/s further agrees and undertakes that the Allottee/s shall do as also cause the Society to do/ ratify, all such necessary acts, deeds, matters and things as may be required by the Developer from time to time for safeguarding their interest in the Building and the Project Land.

14.6 It is agreed, confirmed and covenanted by the Allottee/s that the Allottee/s shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Project Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the Building.

14.7 The Developer is retaining full rights for the purpose of providing ingress or egress to the Allottee/s from the Project Land in the manner deemed fit by the Developer and the Allottee/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future.

14.8 The Developer shall obtain all such insurances as may be notified by the concerned authorities (including but not limited to insurance in respect of the construction, title of the Project Land and the Building) and shall be liable to pay the premium and charges in respect thereof before transferring the insurance to the Society. All the documents relating to the insurance shall be handed over to the Society upon completion of the Project.

## 15. ALLOTEE'S COVENANTS

15.1 The Allottee/s shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Developer on the terms particularly stated herein.

15.2 The Allottee/s shall pay the entire Consideration, Statutory Charges

and all other amounts that may be payable by the Allottee/s under this Agreement and/or under any Applicable Law without any delay or demur.

15.3 The Developer shall be entitled to consume such F.S.I. as may be available in respect of the Project Land or any part thereof or otherwise on the Project Land at present or in future and for the purposes of consuming such FSI or balance and/or additional F.S.I. to construct extensions and/or additional floors as the Developer may think fit and proper in accordance with the terms of the Development Agreement.

15.4 The Developer shall be entitled from time to time to amend/modify the Sanctioned Layout Plan to construct the Building consuming the FSI as may be available from time to time including FSI in any format, if permissible by the concerned authorities, carry on the construction and complete such construction and sell the apartments in the Building at the Developer's absolute discretion.

15.5 The Allottee/s shall not raise any objection on any ground as to the Developer' rights, reserved herein.

15.6 Under this Agreement, the Developer has agreed to sell and transfer only the Apartment and nothing further and the right of the Allottee/s shall always be in respect of the Apartment only and such right will accrue to the Allottee/s only on the Allottee/s making payment to the Developer of the Consideration as also all amounts strictly in accordance with this Agreement and only on the

performance and full compliance of the terms, conditions, obligations and covenants herein contained.

15.7 The Developer shall assist her/him/them in formation of the Society, though not liable to do so.

15.8 After compliance with the aforesaid requirements, the Allottee/s shall submit to the Society membership application form along with true copy of this Agreement for Sale (being duly registered).

## 16. FURTHER COVENANTS OF ALLOTTEE/S

16.1 Allottee/s hereby covenants with the Developer as follows:-

(a) The Allottee/s shall not do or suffer to be done anything in or to the Building, Apartment, additional areas, staircase**,** common areas or any passages which may be against the rules, regulations or byelaws of concerned authority or change/alter or make addition/alteration in or to the building or to the Apartment itself or any part thereof and to maintain the Apartment and the additional areas at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s are permitted to use the Apartment. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority and shall also pay any penal charges levied by the authorities.

(b) The Allottee/s shall not store anything in the refuge floor, if any, nor store any goods in the Apartment which are hazardous, combustible or of dangerous nature apart from LPG/cooking

cylinder or are so heavy as to damage the construction or structure of the building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the floors which may damage or likely to damage the staircases, common passages or any other structure of the building and in case any damage is caused to the structure of the building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(c) Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(d) Not to demolish or cause to be demolished the Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof and keep the portion, sewers, drains, pipes in the Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the building;

(e) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the building and not to cover/enclose the planters and service ducts or any of the projections from the Apartment or within the Apartment, nor chisel or in any other

manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structures in the said Premises without the prior written permission of the Developer/Society, nor do / cause to do any hammering for whatsoever use on the external/dead walls of the building or do any act to affect the FSI potential of the Project Land.

(f) Not to affix any fixtures or grills on the exterior of the building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Apartment. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertakes to not fix any grill having a design other than the standard design approved by the Developer.

(g) 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 or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(h) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned authority and/or Government and/or other public authority from time to time.

(i) Not to transfer or assign the Allottee/s's right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave

and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the Apartment until all the payments whether due or not but payable by the Allottee/s to the Developer under this Agreement or otherwise under any law are fully paid up and only if the Allottee/s have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s have intimated in writing to the Developer and the Developer has given its prior written consent and also on intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Allottee/s. Such consent shall be at the discretion of the Developer and upon such terms and conditions as stipulated therein.

(j) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the Project Land and the building;

(k) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Apartment, the Building or the Project Land or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Developer. Further, the Allottee/s shall not keep pets and/or domesticated animals in or upon the Apartment, the Building or the Project Land or any part thereof;

(l) Shall not discharge, dump, leave or burn nor to cause or permit the

discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the Building nor litter or permit any littering in the common areas in or around the Apartment and/or the Building and at the Allottee/s' s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Apartment and/or the Building to the requirement and satisfaction of the Developer and/or the concerned authorities;

(m) Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee/s not do anything which may or is likely to endanger or damage the Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, lifts, automation system, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the Building;

(n) Shall not display at any place in the building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the building or the Common Areas and Amenities or in any other place or on the window, doors and corridors of the Building;

(o) Shall not affix, erect, attach, paint or permit to be affixed, erected,

attached, painted or exhibited in or about any part of the building or the exterior wall of the Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Developer in accordance with and in such manner, position and standard design laid down by the Developer;

(p) Not to use the open places, terrace, stilt in the building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;

(q) Not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by the Developer;

(r) Not to any time demand partition of the building and/or the Project Land etc. and/or his/ her/ their interest, if any.

(s) Shall not violate and shall abide by all rules and regulations framed by the Developer / its designated Project Manager or by the Society for the purpose of maintenance and up-keep of the Buildings and in connection with any interior / civil works that the Allottee/s may carry out in the Apartment.

(t) Shall not violate and shall observe and perform all the rules and regulations which the Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the 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 authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(u) Shall not do or permit or suffer to be done anything in or upon the Apartment or any part of the building which is or may, or which in the opinion of the Developer is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining apartments or the neighbourhood provided always that the Developer shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining apartments of the building and the Allottee/s shall not hold the Developer so liable.

(v) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment or in the Common Areas and Amenities.

(w) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep the same unenclosed at all times. The Developer shall have the right to inspect the Apartment and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Apartment and the additional area to its original state.

## 17. CREATION OF THIRD PARTYRIGHTS

### 17.1 BY THE DEVELOPER–

(a) After the Developer executes this Agreement, the Developer 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/s in the said Apartment.

(b) The Developer shall not transfer or assign his majority rights and liabilities in respect of the Project to a third party without obtaining the prior written consent from two-third Allottee/s, without the written approval. Provided that such transfer or assignment shall not affect the allotment or sale of the Apartment under this Agreement.

(c) On transfer or assignment being permitted by the Allottee/s and the Authority, the Developer shall be required to independently comply with all pending obligations under this Agreement and under the provisions of the Act.

17.2 **BY THE ALLOTTEE/S–**

(a) In case if the Allottee/s desires to assign and transfer his / her / their rights under this Agreement to any other person or party, then in that event, the Allottee/s shall intimate the Developer/Society, as the case may be, in writing of the Allottee's intent to sell and the price at which the Allottee/s intends to sell the said Apartment/Unit/Premises (**"Offer"**).

(b) The Developer shall within a period of 15 (fifteen) days from the date of receipt of the Offer from the Allottee/s, inform the Allottee/s as to whether the Developer desires to acquire the said Apartment/Unit/Premises ("**Positive Acceptance**"). In case of Positive Acceptance, the Allottee/s shall complete the sale transaction in favour of the Developer and shall not negotiate with any other person in respect thereof. In case, if the Developer fails to complete the sale transaction within a period of 30 (thirty) days from the date of the Positive Acceptance, then in that event, the Allottee/s shall be at liberty either to grant the Developer extension of time for completion of the transaction and /or in the alternative cancel the transaction. In case, if the Allottee/s elects to cancel the transaction, then in that event the Allottee/s shall be at liberty to deal with the said Premises in such manner as the

Allottee/s may deem fit and proper, subject to the payment of all outstanding dues payable by the Allottee/s to the Developer. This clause shall have an effect till the entire Consideration has been received by the Developer against the Apartment/Unit/Premises.

(c) Stamp duty or other charges as may be applicable on any selling, conveying, assigning and transferring shall be paid by the Allottee/s / proposed transferee. The Allottee/s shall indemnify and keep indemnified the Developer against any action, loss, damage or claim arising against Developer for non-payment of such stamp duty and registration charges.

(d) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Developer on the date of submission of the request application. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer.

(e) It is agreed between the Parties that notwithstanding anything contained herein, the Allottee/s shall not transfer or assign the Allottee's right, interest or benefit under this Agreement and/or lease, sub-let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and license, tenancy basis or induct any person/s into or part with the said Apartment until all the payments being the Consideration, Statutory Charges and all other amounts due and payable by the Allottee/s under this Agreement or

otherwise under any law are fully paid up. The Allottee/s shall obtain prior written consent from the Developer before selling, assigning, letting, sub-letting, etc. of the said Premises as stated above.

## 18. MISCELLANEOUS

18.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the Building, the Project Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them along with, the Covered parking space and the Internal Apartment Amenities.

18.2 The Allottee/s confirms that the Allottee/s have visited and has physically seen the Project Land and is not entering into this Agreement solely on the basis of any advertisement, brochure or oral representation concerning the said Apartment or the Building.

18.3 The Allottee/s hereby declares that he/she/they have gone through this Agreement and all the documents related to the said Apartment and the Project Land and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

18.4 For the purposes of this transaction, the details of the PAN of the Developer and the Allottee/s are as follows:-

(a) **M/s. Bhandari Realty and Infrastructure Company**; PAN-**.....**

(b) ALLOTTEE/S- PAN - ……..

## 19. WAIVER

19.1 No forbearance, indulgence, relaxation or inaction by the Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these Presents.

19.2 Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developer.

## 20. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with the Schedule and Annexures hereto along with the payments due as stipulated

in the Payment Plan by the Allottee/s and secondly, appears for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Developer.

## 21. 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, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, the Building or the Project Land.

## 22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

## 23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made there under or under other Applicable Laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are inconsistent with the purpose of this Agreement and to the extent necessary to conform to

Act or the Rules and Regulations made there under or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## 24. FURTHER ASSURANCES

The 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. NOTICES

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

Name of Allottee/s:

……

Email ID:

……

Name of Developer:

**M/s. Bhandari Realty and Infrastructure Company**

E-mail: ……

b. It shall be the duty of the Allottee/s and the Developer 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 Developer or the Allottee/s, as the case maybe.

c. In case there are Joint Allottee/s all communications shall be sent by the Developer to the Allottee/s whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

**26. INDEMNITY**

The Allottee/s hereby covenants with the Developer to pay from time to time and at all times the amounts which the Allottee/s are liable to pay under this Agreement and to indemnify and keep indemnified the Developer and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Developer may suffer as a result of non-payment, non-observance or non- performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing / defending rights herein and/or on account of or occasioned by any accident or injury to the Allottee/s or their representatives or any person/s visiting the Allottee/s or their family, guests or visitors or staff,

or all persons claiming through or under the Allottee/s, before or after taking possession of the said Premises and during the occupation, use and enjoyment of the Building, the Project Land and the Common Areas and Amenities.

## 27. GOVERNING LAW

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts of Dhule shall have the jurisdiction for this Agreement.

## 28. SETTLEMENT OF DISPUTES

a. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

## 29. STAMP DUTY AND REGISTRATION CHARGES

a. The Stamp Duty in accordance with the Maharashtra Stamp Act, 1958 shall be borne and paid by the Purchaser alone. The registration charges in accordance with the Indian Registration Act, 1908 and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement and the expenses incidental to this Agreement shall be borne and paid by the Allottee/s. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

b. If the Allottee/s fails to execute and deliver to the Developer this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s and/or appear before the Office of Sub-Registrar of Assurances for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within a period of 7 (seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

## SCHEDULE I

(Description of the said Project Land)

All that piece and parcel of land admeasuring about ..... and bound as follows:

ON OR TOWARDS EAST :

ON OR TOWARDS WEST :

ON OR TOWARDS SOUTH : and

ON OR TOWARDS NORTH :

## SCHEDULE II

(Description of the Said Premises along with vehicle parking space)

Residential Premises being Flat No._____ admeasuring ___**sq. ft.** RERA Carpet Area, having Balcony of ___**sq. ft.** RERA Carpet Area on the ___ **floor**, of the Building called **"……"** including car parking space bearing no …… being constructed in the Project by the Developer.

**ANNEXURE 1**

**(Attach Title Report)**

**ANNEXURE 2**

**(RERA Registration)**

**ANNEXURE 3**

**(Common Area and/or Amenities)**

**ANNEXURE 4**

**(Internal Apartment Amenities)**

## **R E C E I P T**

RECEIVED the day and year first hereinabove written of and from the Purchaser herein the sum of Rs. ...../- (Rupees ..... only) as per particulars below, being the advance payment against the full consideration/sale price as stated above.

| Drawn in favour of | Date of cheque | Cheque No. | Amount (in Rs.) |
|---|---|---|---|
| | | | |

| | | | |
|---|---|---|---|
| | | | |
| | TDS | | |
| | | **TOTAL** | |

TDS: Tax Deducted at Source (TDS) paid / to be paid to the Department of Income Tax under the Income Tax Act, 1961 and Purchaser to provide necessary TDS Certificate for the same.

In the presence of:

We SAY RECEIVED

For M/s. Bhandari Realty and Infrastructure Company

Shri Pritesh K. Bhandari and Shri Avinash K. Bhandari

(Partner)