

Annexure 'A'
(See rule 10(1))

AGREEMENT TO SELL FOR RS. ONLY
(RUPEES ONLY)
VALUATION AS PER ANNUAL STATEMENT OF
RATES (ASR) RS. ONLY

THIS AGREEMENT TO SELL is made and executed at CHANDRAPUR
on this _____ Day of _____, 201____, BETWEEN

MRS./SMT./SHRI. _____,

Aged about _____ Years, Occupation - _____,

Income Tax Permanent Account No. _____,

Aadhar Unique Identity No. _____,

Resident of _____,

acting through her/his duly Constituted Attorney

M/s. _____, a

Registered Partnership Firm, having its Registered Office at
_____, Income Tax Permanent Account No.

_____, and represented through it's Authorised Partner:

MRS./SMT./SHRI. _____,

Aged about _____ Years, Occupation - _____,

Aadhar Unique Identity No. _____,

Resident of _____,

hereinafter called the "**VENDOR**", which expression shall unless repugnant to
the context or meaning thereof always mean and include the said "**VENDOR**" as
well as, her/his heirs, legal representatives, executors, administrators,
successors and assigns of the **FIRST PART**.

AND

M/s. _____, a

Registered Partnership Firm, having its Registered Office at
_____, Income Tax Permanent Account No.

_____, and represented through it's Authorised Partner

MRS./SMT./SHRI. _____,

Aged about _____ Years, Occupation - _____,

Aadhar Unique Identity No. _____,

Resident of _____,

hereinafter called the "**DEVELOPER / PROMOTER / CONFIRMING PARTY**",
which expression shall unless repugnant to the context or meaning thereof,
always mean and include the said "**PARTNERSHIP FIRM** and its **PARTNERS**",

as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

OR

M/s. _____, a
Company incorporated under the provisions of the Companies, Act, 1956,
bearing Incorporation Certificate No. _____, Income Tax Permanent
Account No. _____, having its Registered Office at
_____ and acting through its
Authorised Director :

MRS /SMT /SHRI _____,
Aged about _____ Years, Occupation - _____,
Aadhar Unique Identity No _____,
Resident of _____,

hereinafter called the "**DEVELOPER / PROMOTER / CONFIRMING PARTY**",
which expression shall unless repugnant to the context or meaning thereof,
always mean and include the said "**COMPANY** and its **DIRECTORS**", as well
as, their legal representatives, Liquidators, executors, administrators, successors
and assigns of the **SECOND PART**.

AND

MRS /SMT /SHRI _____,
Aged about _____ Years, Occupation - _____,
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Resident of _____,

hereinafter called the "**PURCHASER**", which expression shall unless repugnant
to the context or meaning thereof, always mean and include the said
"**PURCHASER**", as well as, her/his heirs, legal representatives, executors,
administrators, successors and assigns of the **THIRD PART**.

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full
Owner of the property comprising ALL THAT Piece and Parcel of land bearing
Plot No. _____ (_____), out of the sanctioned layout of _____ Co-
operative Housing Society Limited, Chandrapur, containing by admeasurement
_____ Sq. Mtrs. being a portion of the entire land bearing Kh. No.
_____ of Mouza - _____, P.S.K. _____ including all other
easementary rights appurtenant and belonging thereto, bearing Corporation
House No. _____, City Survey No. _____ and Sheet No. _____ of
Mouza - _____, situated at _____, within the limits
of the Chandrapur Municipal Corporation Ward No. _____, Circle No. _____,
Division No. _____ in Tahsil and District - CHANDRAPUR and more particularly
described in the First Schedule hereunder written (*hereinafter referred to as*
"the project land")

[Recital History of Property]

(Give Complete Recital of the Title of the Vendor to the plot on which Developer / Promoter / Confirming Party proposes to construct and sale the Apartment)

WHEREAS, the Vendor later on decided to develop the Project Land into a **"COMMERCIAL/RESIDENTIAL ESTATE"** by constructing a Multistoried Building / () Multistoried Buildings thereon consisting of various Shops / Chambers / Office Premises / Godowns and self contained separate Apartments therein;

WHEREAS, by an Agreement of Development dated , the Vendor has entrusted the entire work of Development of the said Project land to M/s. the Developer / Promoter / Confirming Party hereinabove named upon the several terms and conditions contained therein and the said Agreement is duly registered at the Office of the Joint Sub Registrar, Chandrapur - in Book No. 1 at Sr. No. on on payment of requisite Stamp Duty and Registration Fees payable thereon *(hereinafter referred to as "the Development Agreement")*. By the said Agreement the Vendor has allowed and permitted the Developer / Promoter / Confirming Party to develop the said Project Land into a Commercial/Residential Estate by constructing a Multistoried Building thereon consisting of various Shops / Chambers / Office Premises / Godowns and self contained separate Apartments therein;

[Salient rights and obligations as per the Development Agreement accruing to VENDOR and DEVELOPER respectively can be described]

WHEREAS, for implementing the aforesaid proposed scheme, the Vendor has executed a General Power of Attorney for development of the said property and sale of various Units in the said project, in favour of the Developer / Promoter / Confirming Party on and the same is duly registered at the Office of the Joint Sub Registrar, Chandrapur No. in Book No. 4 at Sr. No. on *(hereinafter referred to as "the Power of Attorney")*;

WHEREAS, the Vendor and Developer / Promoter / Confirming Party does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

OR

[In case of any loan/mortgage/project finance, please provide complete details]

as "the said Act") and the Rules and Regulations made thereunder. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Developer / Promoter / Confirming Party and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Developer / Promoter / Confirming Party to sell the same on ownership basis. The Purchaser hereby confirms that the Developer / Promoter / Confirming Party has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Developer / Promoter / Confirming Party.

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Developer / Promoter / Confirming Party, authenticated copies of Property card or extract of Village Forms VI and VII and XII showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been **annexed hereto and marked as Annexure 'A' and 'B', respectively**,

WHEREAS, the authenticated copies of the plans of the Layout and Building Plans as sanctioned and approved by the local authority have been **annexed hereto and marked as Annexure C-1**;

[In case of development in Phased manner, include following paragraph]

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

WHEREAS, the authenticated copies of Specifications of the Apartment agreed to be purchased by the Purchaser have been **annexed and marked as Annexure-D**;

[In case of development in Phased manner, include following paragraph]

WHEREAS, at present the Developer / Promoter / Confirming Party has got the approvals from the concerned local authority(s) to the plans for Basement, Ground and ____ (____) Upper Floors and shall obtain the approvals for remaining Floors from Competent Authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer / Promoter / Confirming Party while developing the project land and the said building and upon due observance and

performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

WHEREAS, the Developer / Promoter / Confirming Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title;

WHEREAS, the Developer / Promoter / Confirming Party has accordingly commenced construction of the said building/s in accordance with the said proposed plans:

WHEREAS, the Purchaser has applied to the Developer/Promoter/ Confirming Party for purchase of Apartment No. ____ on ____ Floor in Wing ____ situated in the Building No ____ being constructed in the ____ phase of the said Project:

WHEREAS, the carpet area of the said Apartment is ____ **square meters**; Open / Enclosed Balcony area is ____ **square meters**; Terrace area is ____ **square meters**, and "Carpet Area" means the net usable floor area of an apartment (excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser), but includes the area covered by the internal partition walls of the apartment;

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

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

WHEREAS, the Developer / Promoter / Confirming Party has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no _____

OR

WHEREAS, the Developer / Promoter / Confirming Party has proposed to register the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority,

WHEREAS, under section 13 of the said Act the Developer / Promoter / Confirming Party is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908,

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter / Confirming Party hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. THAT, the aforesaid Project consists of a Multistoried Building / ____ (____) Multistoried Buildings, each consisting of Basement, Ground Floor, podiums and ____ (____) Upper Floors. The Basement and Ground Floor shall be utilized for Parking. The Upper Floors shall consists of ____ (____) Apartments to be constructed by the Developer / Promoter / Confirming Party on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Developer / Promoter / Confirming Party shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Purchaser hereby agrees to purchase from the Developer / Promoter / Confirming Party and the Developer / Promoter / Confirming Party hereby agrees to sell to the Purchaser Apartment No. ____ of the type ____ having carpet area admeasuring ____ Sq. Metres on ____ Floor in the Building/Wing ____ (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the total sale consideration of Rs. ____/- (Rupees ____ Only) which includes :

- i) Rs. ____/- towards cost of Apartment,
- ii) Rs. ____/- towards cost of Infrastructure,

iii) Rs. _____/- being the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

iv) Rs. _____/- towards the cost of allotted Garage bearing No. _____ situated at _____ Basement and/or stilt and /or podium. (If Applicable)

v) Rs. _____/- towards the cost of allotted covered parking space bearing No. _____ situated at _____ Basement and/or Stilt and/or Podium. (If Applicable)

(The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1.b Thus the total aggregate consideration amount for the said Apartment including Garage/Covered Parking Space is Rs. _____/-.

1.c The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) *(not exceeding 10% of the total consideration)* as advance payment or Application Fee and hereby agrees to pay to the Developer / Promoter / Confirming Party the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:-

i) Rs. _____/- (_____) Only *(not exceeding 30% of the total consideration)* agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within _____ days from the date of execution of this Agreement.

ii) Rs. _____/- (_____) Only *(not exceeding 45% of the total consideration)* agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within _____ days from the date of completion of the Plinth of the building / wing in which the said Apartment is located.

iii) Rs. _____/- (_____) Only *(not exceeding 70% of the total consideration)* agreed to be paid by the Purchaser to the Developer / Promoter / Confirming Party within _____ days from the date of completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv) Rs. _____/- (_____) Only
(not exceeding 75% of the total consideration)
agreed to be paid by the Purchaser to the
Developer / Promoter / Confirming Party within
_____ days from the date of completion of the walls,
internal plaster, floorings doors and windows of the
said Apartment.

v) Rs. _____/- (_____) Only
(not exceeding 80% of the total consideration)
agreed to be paid by the Purchaser to the
Developer / Promoter / Confirming Party within
_____ days from the date of completion of the
Sanitary fittings, staircases, lift wells, lobbies upto
the floor level of the said Apartment.

vi) Rs. _____/- (_____) Only
(not exceeding 85% of the total consideration)
agreed to be paid by the Purchaser to the
Developer / Promoter / Confirming Party within
_____ days from the date of completion of the
external plumbing and external plaster, elevation,
terraces with waterproofing, of the building or wing
in which the said Apartment is located.

vii) Rs. _____/- (_____) Only
(not exceeding 95% of the total consideration)
agreed to be paid by the Purchaser to the
Developer / Promoter / Confirming Party within
_____ days from the date of 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 or wing in which
the said Apartment is located.

viii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the
Developer / Promoter / Confirming Party against
and at the time of handing over of the possession
of the Apartment to the Purchaser on or after
receipt of occupancy certificate or completion
certificate.

Rs.

(RUPEES

ONLY)

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

1.d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Developer / Promoter / Confirming Party by way of Value Added Tax, Service Tax and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Developer / Promoter / Confirming Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Developer / Promoter / Confirming Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Developer / Promoter / Confirming Party indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of VAT, Service Tax (GST as may be applicable) etc. simultaneously with the payment of each installment.

1.e The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Developer / Promoter / Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.f The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Developer / Promoter / Confirming Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer / Promoter / Confirming Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.g THAT the Developer / Promoter / Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract

in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer / Promoter / Confirming Party.

1.h THAT during the period of building construction the Purchaser with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site

1.i The Developer / Promoter / Confirming Party may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser to the Developer / Promoter / Confirming Party by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Developer / Promoter / Confirming Party [If applicable]

1.j THAT, the Developer / Promoter / Confirming Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer / Promoter / Confirming Party. If there is any reduction in the carpet area beyond the defined limit, then the Developer / Promoter / Confirming Party shall refund the excess money paid by the Purchaser within 45 (Forty-Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer / Promoter / Confirming Party shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.k The Purchaser do hereby authorizes the Developer / Promoter / Confirming Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer / Promoter / Confirming Party may in its sole discretion deem fit and

the Purchaser undertakes not to object/demand/direct the Developer / Promoter / Confirming Party to adjust her/his payments in any manner;

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

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

3. The Developer / Promoter / Confirming Party hereby declares that the Floor Space Index available as on date in respect of the project land is ____ Square Meters only and Developer / Promoter / Confirming Party has planned to utilize Floor Space Index of ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer / Promoter / Confirming Party has disclosed the Floor Space Index of ____ as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Developer / Promoter / Confirming Party by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter / Confirming Party only.

4.1 If the Developer / Promoter / Confirming Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Developer / Promoter / Confirming Party agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer / Promoter / Confirming Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two

percent. on all the delayed payment which become due and payable by the Purchaser to the Developer / Promoter / Confirming Party under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer / Promoter / Confirming Party

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

Provided that, Developer / Promoter / Confirming Party shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted instalments alongwith interest payable thereon, as mentioned by the Developer / Promoter / Confirming Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever

Provided further that upon termination of this Agreement as aforesaid, the Developer / Promoter / Confirming Party shall refund to the Purchaser, subject to deduction of a sum of Rs 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer / Promoter / Confirming Party

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Developer / Promoter / Confirming Party in the said building and the Apartment as are set out in **Annexure 'E', annexed hereto.**

6. The Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchaser on or before ____ day of _____ 20__ but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Developer / Promoter /

Confirming Party any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Developer / Promoter / Confirming Party. If the Developer / Promoter / Confirming Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Developer / Promoter / Confirming Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer / Promoter / Confirming Party received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor/Confirming Party shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, VAT Tax, etc. are paid by the Purchaser in full to the Developer / Promoter / Confirming Party hereto.

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

- (i) war, civil commotion or act of God.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.

7.1 Procedure for taking possession – The Developer / Promoter / Confirming Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer / Promoter / Confirming Party shall give possession of the said Apartment to the Purchaser. The Developer / Promoter / Confirming Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer / Promoter / Confirming Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer / Promoter / Confirming Party or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Developer / Promoter / Confirming Party to the Purchaser intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Developer / Promoter / Confirming Party else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendor/Confirming Party does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of Sales Tax and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor/Confirming Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Confirming Party.

7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.6 Failure of Purchaser to take Possession of Apartment : Upon receiving a written intimation from the Developer / Promoter / Confirming Party as per clause (8.1) the Purchaser shall take possession of the Apartment from the Developer / Promoter / Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Promoter / Confirming Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C. Partis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter / Confirming Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter / Confirming Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer / Promoter / Confirming Party, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter / Confirming Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Developer / Promoter / Confirming Party shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any Residential / industry or business use (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 THAT it is understood by the Purchaser that the Developer / Promoter / Confirming Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Developer / Promoter / Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

9.1 That the Developer / Promoter / Confirming Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and

the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title

9.2 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Apartment Owner or Owners

9.4 The Developer / Promoter / Confirming Party shall, within ____ (____) Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor/ Developer / Promoter / Confirming Party and/or the owners in the said structure of the Building or wing in which the said Apartment is situated

9.5 Within 15 days after notice in writing is given by the Developer / Promoter / Confirming Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Developer / Promoter / Confirming Party such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer / Promoter / Confirming Party provisional monthly contribution of Rs _____/- per month towards the outgoings. The amounts so paid by the Purchaser to the Developer / Promoter / Confirming Party shall not carry any interest and remain with the Developer / Promoter / Confirming Party until handing over the management of the said Building to the Association of Apartment Owners.