

Market Value: Rs.000/-

Agreed Value: Rs.000/-

Stamp Rs. : Rs.000/-

Regfee : Rs.000/-

Zone : 3.9

AGREEMENT FOR SALE

This agreement is made and executed at Igatpuri on this ____th day of ____2017.

BETWEEN

M/S.SHRUSTI LANDMARK & RESORT PVT.LTD,

TROUGH IT'S DIRECTOR

MR.GOPAL BABURAO PATIL

A Pvt. Ltd. firm registered under the company act

Having office at -15 Union Bank Colony, Rajiv Nagar, CIDCO, Nashik.

Hereinafter referred to as **THE VENDORS** (which expression shall unless repugnant to the context, mean and include their heirs, executors, administrators and assigns) **THE PARTY OF THE ONE PART;**

A N D

1] Mr.....

Age – , Occupation – .

Contact No. **PAN:**

Resident of.

Hereinafter referred to as **THE PURCHASERS**, (which expression shall unless repugnant to the context, mean and include their heirs, executors, administrators, and assigns) **THE PARTY OF THE SECOND PART;**

WHEREAS The Vendor are seized and possessed of and otherwise entitled to and has been the absolute power to develop the property situate within the limits of Revenue Village Talegaon (B), Taluka - Igatpuri, District Nashik bearing Plot No. 1 to 6 out of Revenue Gat No. 291 admeasuring 22398 sq. mtrs. More particularly described in the schedule written herein below and hereinafter referred to as "the said property".

AND WHEREAS The aforesaid property is the non-agricultural land and the Assignors have been enjoying the actual, physical and vacant possession of the said property as the owner thereof.

AND WHEREAS M/s. New Step Ventures' is the partnership firm, (hereinafter referred as 'the said firm'). The said firm acquired the entire development rights in the said property by virtue of Development Agreement and Powers Of

Attorney dated 5/4/2007 vide its registration no. 647 and 648. The said documents has been executed by the M/s. Shruti Landmark and Resorts Pvt. Ltd (herein after referred as the land owners) the land owner of the said property in favor of the said firm .The land owners also handover the physical, vacant and peaceful possession of the said property to the said firm. The said firm has entire rights, title and interest in the said property. As per the said Development Agreement the Said firm acquired the entire right to develop and construct various premises upon the said property. The Said firm has exclusive rights to erect structure upon the said property as per the sanctioned Building Plan.

The Chief Officer, Igatpuri Municipal Council has issued Sanction of Building Permit and Commencement Certificate no. INP/PWD/25/07 dated 4/9/2007 which is prepared for the various type of premises in the aforesaid property by the Said firm as the Vendor of the said property.

Initially there were nine partners in the said firm, out of the said nine partners Mr. Ravindra K. Parekh & 6 were retired & Mr. Sarang Narayan Wagh had become a new partner in the said firm by virtue of Deed of admission cum retirement executed on 29th January 2008 and thereafter the retire partners transfer there proportionate rights in favor of the Said firm and executed a deed of transfer of development rights in favor of the present partners of the said firm. The said deed of transfer of development rights has been registered before the Sub registrar Igatpuri vide its registration no 258/2008.

The Deed of Understanding and Confirmation has been executed by the present owner in favour of present Vendor Firm and the said Deed has been registered before the Sub registrar Igatpuri at Sr. No. 1200 dt. 13/5/2008. The certain terms regarding the completion of construction work and other related things were revised by the consent of present owner.

The Vendor submitted the revised Building plan which has been sanctioned by the Chief Officer Igatpuri Municipal Council vide its letter no. 3472-INP/PWD/BP/45/10 DT. 12/2/2010.

Out of the three partners of the firm two partners namely Mr. Sarang Narayan Wagh & Mr. Chitrasen Subhash Gujar were retired & Mrs. Neha Virendra Pardeshi was admitted as a new partner in the said firm by virtue of Deed of admission cum retirement dated 01.04.2015 and the said Deed has been registered before the Advocate and Notary Mr. K.D. Patil, vide its registration no. 221/F/1.

As mentioned above the Vendor had agreed to give Constructed premises to the land owner against the consideration of the said Development Agreement & the vendor has already handed over the constructed premises as agreed, as per the terms & conditions of the development agreement. The Occupancy certificate has been issued by the Town Planning Authority of Igatpuri

Municipal Council vide its letter no. 924/14 DT. 09/01/2014. No premises remain pending to transfer in the name of land owner i.e. M/S. Shrushti Landmark & resort pvt. Ltd.

After completion of entire construction work, the land owner & the vendor finalized their accounts & handed over the constructed premises to the concern parties. The vendor & land owner mutually agreed to add fsi available as per the rules of town planning authority and as per the mutual terms new revised plan submitted by the vendor before the competent authority & the said new revised plan sanctioned by the concerned authority vide its commencement certificate no.RBP/03/2015 Dated-29/07/2015.

After getting sanction of new revised plan both the parties entered into deed of understanding & confirmation. The said deed has been registered before the sub registrar of Igatpuri vide its registration no.1679/2016 dated-24/06/2016. As per the clause no. B & C of the said deed of understanding & confirmation the said firm has right to construct non- utilized fsi i.e, 37492 sq.ft. & their share in newly added fsi i.e. 38939 sq.ft. Accumulating to a total of 76431 sq.ft. The said firm expressly agreed that they shall construct the said newly added fsi themselves & all the expenses for the same shall be borne by themselves individually.

As per the settlement regarding the distribution of newly constructed premises between said firm & the owner. The said premises comes into the share of **Vendor**. Hence the **Vendor** firm has entire rights title & interest in the said premises & have right to sale / transfer the said premises.

AND WHEREAS The Collector of Nasik had already issued non-Agricultural permission vide its order no. RBD/III/LNA/SR.447/85 dated 10/2/1986. The title of aforesaid property is clear and marketable.

AND WHEREAS As per the approved Building Plan and specification and standard norms, the Vendor has started the construction of work of Building. The Vendor decided to sell the said premises and enter into agreement of sale to the prospective purchaser at such price & the terms & conditions as the vendor may deem fit & sell the various premises (hereinafter referred to as 'the said premises') & to appropriate sale proceeds thereof.

AND WHEREAS the said Vendor/s has accordingly commenced a Residential scheme/project known as "FOG CITY" a scheme of Residential Apartments & Bungalow Units on the said property pursuant to the plans duly sanctioned by the concerned local authority.

AND WHEREAS the title of the said property has been certified by legal advisor of the said **Vendor** i.e Adv. Pradeep G. Bhutada;

AND WHEREAS Vendor herein has entered into standard agreement with Architect M/S. The designers' Collective duly registered with the Council of Architects.

AND WHEREAS the said **Vendor** has agreed to sell and the Purchaser/s has/have agreed to purchase a Flat/Bungalow No.____ on the ____ Floor in ____ Type Building as per the booking plan which is made on the basis of the sanctioned building plans of Igatpuri Municipal Council as stated herein above in the said building (hereinafter referred to as the said "Flat / Bungalow") more particularly described in Schedule A appearing hereafter, on ownership basis for the price & on the terms & conditions hereinafter appearing;

AND WHEREAS the Purchaser/s confirm/s that the said **Vendor** has given inspection of originals of all the aforesaid documents as well as all necessary information promptly to the Purchaser/s prior to the date of entering into these presents

AND WHEREAS the Purchaser/s is/are aware of the fact that the said **Vendor** has entered into or will enter into similar and/or separate agreement/s with several other person/s and party/ies in respect of other flats/Bungalow in the said building on the said property;

AND WHEREAS relying on the Purchaser/s representation and assurance, the said **Vendor** herein has agreed to sell and the Purchaser/s herein has agreed to purchase a Bungalow more particularly described in Schedule A hereunder and as delineated and identified in Schedule B and Annexure D hereunder at or for the total consideration as detailed and hereunder written.

AND WHEREAS relying upon the said request, the said **Vendor** agreed to sell to the Purchaser/s the said Bungalow for the price and on the terms & conditions hereinafter appearing;

AND WHEREAS as per statutory requirements, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Flat/ Bungalow and the garage/covered parking (if applicable).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONSTRUCTION AND DEVELOPMENT OF THE SAID PROPERTY.

The **Vendor** herein has commenced the construction work of the Building on the said First Schedule as per the layout plan approved under the project known under the name and style as "FOG CITY PAHSE II" which consist of Type A,B,C,D,E,F,G,H on the basis of approved plans and sanctions. The **Vendor** herein is developing the said property in accordance with the plans,

designs, specifications approved by the concerned Local Authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as **Vendor** may consider necessary or may be required and mandated by the concerned Local Authority.

2. CONSIDERATION

A.

Subject to the other terms and conditions herein and relying on the purchaser/s representation/s and assurance/s, the **Vendor** herein has agreed to sell the Flat / Bungalow No. _____ admeasuring Carpet Area _____ Square Feet i.e. _____ Square Meters together with Adjacent Terrace admeasuring area about _____ Square Feet i.e. _____ Square Meters and / or Balcony admeasuring area about _____ Square Feet i.e. _____ Square Meters and / or garden admeasuring area about _____ Square Feet i.e. _____ Square Meters (as may be applicable to the transaction at hand), situated on _____ Floor, in building/Type "_____" in the Project named as "FOG CITY PAHSE II" being constructed on the said property more particularly described in First Schedule hereunder written and the Purchaser/s has/have agreed to purchase the same (hereinafter called and referred to as the 'Said Flat/Bungalow', for the sake of brevity and convenience which is more particularly described in Schedule A hereunder written) at or for total lumpsum consideration of Rs. _____/- (Rupees _____ Only) and this amount is inclusive of the price for the carpet area of the said flat and proportionate share in the common areas and amenities (the same being valued at Rs. _____/- from and out of the lump sum consideration herein above) but excluding all other expenses, charges and statutory separately mentioned herein below.

B.

The Allottee 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 (booking) fee and hereby agrees to pay to that Promoter the balance amount of Rs. (Rupees) in the following manner :- (the payment and receipt whereof the **Vendor** do hereby admit and acknowledge). If applicable to the transaction envisaged herein, The Allottee hereby agrees to purchase from the **Vendor** and the **Vendor** hereby agrees to sell to the Allottee stilt /garage /covered/podium/ basement parking space/s bearing identification nos. ____ being constructed as per the layout and approved plans for the consideration of Rs. _____/-. The total aggregate consideration amount for the apartment including covered parking spaces/garage is thus Rs. _____/-

C.

The above mentioned price is a Flat price and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said flat, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST), any other incidental and applicable Indirect Tax etc., which will have to be paid by the Purchaser/s to the Builder or concerned authority separately.

D.

The Purchaser/s herein shall pay the aforesaid agreed consideration to the **Vendor** here in under terms of the deal arrived at between them in the manner as detailed hereunder:

PAYMENT SCHEDULE		
On Agreement	20 %	Rs.
On Completion of Plinth	13 %	Rs.
On Completion of 1 st slab	6 %	Rs.
On Completion of 2 ND slab	6 %	Rs.
On Completion of 3 RD slab	6 %	Rs.
On Completion of 4 TH slab	6 %	Rs.
On Completion of 5 TH slab	6 %	Rs.
On or before Brick Work	5 %	Rs.
On or before Internal Plaster	5 %	Rs.
On or before Flooring	5 %	Rs.
On or before Plumbing & Electric Work	5 %	Rs.
On or before External Plaster & Coloring	5 %	Rs.
On Fitting of doors windows & sanitary wares	5 %	Rs.
On Installation of Lift	5 %	Rs.
At the time of Possession of Flat	2%	Rs.
Grand Total	100%	Rs.

E.

Apart from the above consideration amount the Purchaser/s herein has/have agreed to pay the necessary indirect taxes attracted by the said Agreement Value to the **Vendor** herein. However if, anytime in future the Government of India implements Goods and Service Tax or any other incidental indirect / direct tax/es, then the Purchaser shall be liable to pay the Goods and Service Tax and or other taxes as per the prescribed rate notified by the said Government. The rates specified herein are as per the current prevailing rules prescribed by Government. However, the current rates may vary from time to time as per the notifications issued by the Government and the Purchaser/s shall pay the same accordingly.

F.

The Purchaser/s herein shall pay the aforesaid amount on the due date or within seven (7) days from the **Vendor** giving the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/ have committed breach of this Agreement and in such case the Vendor shall be entitled to take necessary action against the Purchaser/s under the provisions of law in this regard. The Purchaser/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

G.

Payment of any installment if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the **Vendor** for such advance payments made by the Purchaser/s or Housing Finance, Companies/Banks, etc.

H.

The **Vendor** shall confirm the final carpet area that has been allotted to the Purchaser/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 **Vendor**. If there is any reduction in the carpet area within the defined limit then **Vendor** shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules framed under RERA from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the **Vendor** shall demand additional amount from the Purchaser/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 this Agreement.

I.

The Total price is escalation-free, save and except escalations 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 Vendor undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the **Vendor** shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall

only be applicable on subsequent payments.

3.MODE OF PAYMENT

The Purchaser/s shall make all the payments by RTGS(IFSC CODE _____, MICR _____), demand draft or by local 'A/C Payee' cheques drawn in favour of 'New Step Ventures', _____ Bank A/c No. _____ ' payable at Ghoti or at par at these stations. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the **Vendor's** banking account, the **Vendor** shall give effect of the same to the account of the flat Purchaser/s with such amount after deducting the commission of the Bank, (if any) charged by the bank.

4. CONDITIONS OF SANCTIONING AUTHORITY

It is hereby agreed that the **Vendor** and the Purchaser/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 Local Authority at the time of sanctioning or revising the plans or any time thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser/s, obtain from Local Authority Occupation and/or Completion Certificate in respect of the Flat.

5. DELAY IN PAYMENT

Without prejudice to the right of the **Vendor** to take action for breach arising out of delay in payment of the installments on the due dates and other expenses, the Purchaser/s shall be bound and liable to pay interest at the rate of 2% + prevailing highest MCLR rate of State Bank of India, on all the amounts which become due and payable by the Purchaser/s to the **Vendor** till the date of actual payment. Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the **Vendor** under this Agreement, nor shall it be construed as condonation of the delay by the **Vendor**.

6. REVISED SANCTIONED BUILDING PLAN

The Purchaser/s hereby give/s his/ her/ their irrevocable consent to the **Vendor** herein to make such alteration, modifications, revision in the sanctioned plan/s of the said building/s as the **Vendor** in its sole discretion thinks fit and proper provided the **Vendor** has obtained consent from at least 2/3 rd Purchaser/s and/or such modifications, revisions and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the Local Authority, Planning Authority, Competent Authority or Government or any officer of any local authority.

7. CALCULATION OF THE AREA OF THE FLAT

The carpet area of the said Flat means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive of attached terrace/balcony (if any) appurtenant to the said Flat for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the Flat. Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent.

8. USE OF SAID FLAT

The Purchaser/s shall use the said Flat and every part thereof and/or permit the same to be used only for the purpose of Residence.

9. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this Agreement, the Purchaser/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 of the plans or at the time of granting Completion Certificate. The Purchaser/s shall not be entitled to claim possession of the said Flat until the Completion Certificate in respect of the said Flat is received from the Igatpuri Municipal Council / Local Authority and the Purchaser pays all dues, advances, deposits, etc. payable under this Agreement in respect of the said Flat to the Promoter and has signed the Possession documents, Bonds, Receipts, etc. After receipt of the Completion Certificate from Igatpuri Municipal Council / Local Authority the Promoter / **Vendor** shall be free from any liability in case of any addition and/or alteration to the Flat/Building by the Purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Purchaser/s / Association, any event of force majeure and any Act of God.

10. POSSESSION OF THE SAID FLAT/BUNGALOW

A.

The **Vendor** shall give possession to the Purchaser/s of Flat on or before _____ (subject to issuance of Occupancy/Completion certificate from the concerned authority) after receipt of final consideration amount along with all other amount such as Service Tax/ VAT/ GST, all statutory dues and taxes and Maintenance Charges etc. from the Purchaser/s. It is specifically understood between the parties hereunto that on the

purchaser/s fulfilling his/ her/ their part of the agreement, the said possession shall be confirmed, on receipt of the Completion Certificate from the Local Authority.

B.

If the **Vendor** fails to hand over the possession for the reasons beyond its control or within the extended period mentioned under applicable statute then the **Vendor** shall be liable, on demand, to refund to the Purchaser/s the amount already received by the **Vendor** in respect of the said flat with 2% + prevailing highest MCLR rate of State Bank of India, from the date the **Vendor** received the said sum till the date the amount and interest is repaid. The said amount together with interest shall be refunded by the **Vendor** to the Purchaser/s, within 45 days of such demand. However, the Purchaser/s shall have no charge on the said flat, of whatsoever nature. Provided that the **Vendor** shall be entitled to reasonable extension of time for giving possession of the said flat by the aforesaid period, if the construction and completion of said flat or the said building/s in which the said flat is Situated is delayed on account of :

- i) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any Act of God or any prohibitory order of any Court against development of the said plot; or
- ii) any notices, orders, rules or notification of the Government and/or other public or Competent Authority; or
- iii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- iv) delay in grant of any NOC / permission / license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project/Bungalow/road or Completion Certificate from the appropriate authority; or
- v) Any stay or injunction order from any Court; or
- vi) Pendency of any litigation; or
- vii) In case of delay or default in payment of dues by the Purchasers under these presents.

C.

Before delivery of possession of the said Flat, the Purchaser/s shall satisfy himself/herself/themselves about the correctness of area of the said Flat and about the quality of construction work and specifications/ amenities provided. Thereafter the Purchaser/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The Purchaser/s after receiving the possession of the said Flat has to duly verify all that has been handed over in this regard and if any kind of defect in respect of Fixtures and fittings, FD

Doors, Aluminium Windows, etc. is noticed in the said Flat, the Purchaser/s shall inform/intimate the **Vendor** herein immediately and the **Vendor** shall be the responsible to repair such defects at its own cost. The Vendor shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the Purchaser as to his/her/its satisfaction regarding the same.

D.

After the possession of the Flat/ Building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or any / Cantonment Board / Statutory Authority, the same shall be carried out by the Purchaser/s in co-operation with the other Purchaser/s of the Flats and /or the Ultimate Organization in the said Building/s at their own costs and the Vendor shall not be in any manner liable or responsible for the same provided the Vendor has duly discharged its duties in all aspects and that it is out of purview of Vendors duties and responsibilities under these presents.

E.

The Vendor shall give possession of the Said Flat to the Purchaser/s on or before the date prescribed herein above and on receiving all the dues payable by the Purchaser/s to the Vendor, if any. The Purchaser/s hereby agrees and confirms that he/she/they does not have any objection with regard to receiving the possession of the Said Flat at such early date from the vendor herein and, as such, hereby admits and undertakes to make payment of full consideration in respect of the Said Flat and all other amounts payable by the Purchaser/s in respect of the Said Flat at such early date, in the event the Vendor is able to expedite the development of the Said Flat and handover the possession of the same at such early date. It is clarified that in the event the builder provides the possession of the Said Flat to the Purchaser/s at such early date, then such early date on which the Vendor offers the possession of the Said Flat shall be construed as the possession date under this agreement and not otherwise. However, the Purchaser/s is/are well aware of the fact that regarding possession of the said Flat, if the Purchaser/s delays in acquiring possession for whatsoever reason, he/she/they shall be liable to pay interest/penalty in respect of handling charges amounting to a sum equivalent to balance (pending) consideration (if any) with interest thereupon together with actual maintenance charges incurred and the prevailing rental rate calculated on a per month basis for every delayed month.

11.TITLE

A.

The Vendor has made full and true disclosure to the Purchaser/s of the title of the said Land as well as the encumbrances, presently known to the Vendor. The Vendor has also disclosed to the Purchaser/s nature of its right, title and interest to construct building/s and to develop the said land. The Vendor has also given inspection of all the relevant documents as required by law. The Purchaser/s having acquainted himself/ herself/ themselves with all the facts and right of the Vendor pertaining to the said Land has entered into this Agreement.

B.

The Vendor herein has also requested the Purchaser/s to carry out its own search and to investigate the title of the said Land for that matter any other due diligence activity to be done on its own accord for which all necessary disclosure shall be provided by the Vendor. The Purchaser/s hereinafter has/have investigated the title of the Vendor to the said Land and after being completely satisfied has/have entered into the present Agreement. The Purchaser/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Vendor in respect of the said land and to enter into this Agreement.

The Purchaser/s hereby confirm that he/she/it/they have satisfied himself/herself/itself/themselves of the title to the said Flat/Bungalow and all incidental matters thereto:

..... (signature of Purchaser/s)

12. TAXES AND OTHER LEVIES

A.

The levies of any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. by Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial Authority / Quasi Judicial Authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Flat or the construction for execution of the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Vendor then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies the Vendor from all such levies, cost and consequences.

B.

The Purchaser/s shall be liable to pay all taxes (direct/ indirect). The Vendor

shall not be liable and / or responsible for payment thereof. In the event, however if the Vendor is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Vendor together with penalty (if any) and interest from the date of payment by the Vendor. It is agreed that the Vendor shall have the right to claim such amount along with other claims of compensation / losses/ burden undergone /undertaken by him. It is further agreed that there shall be a charge / lien on the said Flat in favour of the Vendor in case of non-payment of amount by the Purchaser/s towards the Service Tax / VAT /GST and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction (Agreement).

13. OTHER EXPENSES

A.

The Purchaser/s shall pay any additional increased taxes, insurance etc. which are imposed by the concerned Local Authority and / or the Government (State and / or Central) and / or other Public Authority on account of change of user of the said Flat by the Purchaser/s.

B.

It is agreed and understood between the parties herein that the Purchaser/s shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the Conveyance, Deed of Apartment or any other Agreement. The Vendor shall not be liable to bear the aforesaid expenses for the same.

C.

As the Vendor will be applying to the concerned authorities for giving water connections for buildings and electricity meters and connections for the said Project, if there is delay in obtaining the water connection and electricity connections from the concerned department then in that case the Vendor may provide electrical connections / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity the Vendor shall not be held responsible for the same and the Purchaser/s hereby consentfor any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by the Vendor and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser/s, the Vendor shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings / maintenance charges for which the Purchaser/s hereby gives his/her/their consent.

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