

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE**, is made and entered into at **THANE**, on this \_\_\_\_ day of \_\_\_\_\_ in the Christian Year **Two Thousand and Seventeen**

### B E T W E E N

**NEXUS BUILDERS AND DEVELOPERS PVT. LTD.** a Company duly Registered under the Companies Act, 1956 and having its Registered Office situate at Tanna House, 2<sup>nd</sup> Floor, Nathalal Parekh Marg, Colaba, **Mumbai - 400 039** hereinafter referred to as the **Promoter**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors or successor and assigns) of the **ONE PART**

### A N D

**SHRI./SMT./M/S.** \_\_\_\_\_  
\_\_\_\_\_, **age** \_\_\_\_\_ **years**, having address at \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the **PURCHASERS** (which expression shall, unless it be repugnant to the context or meaning thereof, be in the case of individual or more than one individual mean and include all of them, their survivors and their respective heirs, executors, administrators and assigns and in the case of a Partnership Firm, mean and include all the Partners for the time being constituting the such Firm, their survivors and their respective heirs, executors, administrators and assigns and in the case of a Company duly incorporated under the Companies Act, 1956, mean successors and assigns and also wherever the context so require, mean and include singular or plural as also masculine or feminine) of the **OTHER PART**.

### **WHEREAS :**

A. One Shri Madhukar Joma Wadekar and others (hereinafter referred to as **Owners**), at the relevant time, were the owners and

seized and possessed of and/or otherwise well and sufficiently entitled to amongst other lands, all that piece and parcel of the land bearing Gut No. 47/1(P), Gut No. 47/1(P), Gut No. 47/2 and Gut No. 47/3, totally admeasuring 35820 Sq. Mtrs. as per Old revenue records and admeasuring 40780 Sq. Mtrs. as per revised revenue records now bearing Gut No. 47/1/1 to Gut No. 47/1/11, Gut No. 47/2 and Gut No. 47/3 situate lying and being at Village Chitalsar Manpada, Thane Taluka, and District Thane, Registration District and Sub-District, Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the **SAID LARGER PROPERTY**).

B. By and under an Agreement for Development-cum-Sale dated 25<sup>th</sup> October 1990 made and executed between the said Owners of the First Part, Shri. Rajdhaksha Mahendra Sharma and Shri. Kapil Mahendra Sharma (for short called **Sharma Brothers**) as the Confirming Party of the Second Part and Kirti Gaurav Builders and Promoter PromoterPvt. Ltd. (herein after for short called **Kirti Gaurav**) as Purchasers of the Third Part, which is registered with the office of the Sub-Registrar of Assurances at Thane under Registration No.6558/1990 on 12<sup>th</sup> August 1998 and by and under an irrevocable Power of Attorney dated 25<sup>th</sup> October 1990 executed by the said Owners constituting said Kirti Gaurav as their attorneys; the said Owners agreed to sell the said larger Property to said Kirti Gaurav or its nominees or assigns and also gave all rights, powers and authorities to deal with and develop the said larger Property at or for the consideration and upon the terms and conditions contained therein and further in part performance thereof the said Owners placed the said Kirti Gaurav in vacant, peaceful and physical possession of the Said larger Property. The said Owners have under the aforesaid Agreement dtd.25/10/1990 received the entire consideration payable to them by the said Sharma Brothers and / or the said Kirti Gaurav. The said Sharma Brothers have received the entire consideration payable by the said Kirti Gaurav to them under the aforesaid Agreement.

C. By a Memorandum of Understanding dated 29<sup>th</sup> August 1994 executed by and between the said Kirti Gaurav of the One Part, said Sharma Brothers as Confirming Party of the Second Part and the Promoter herein, therein referred to as the Promoter Promoter of the Third Part, which is lodged for registration under serial No.3886 / 1994 in the Office of Sub-Registrar, Thane, the said Kirti Gaurav with the confirmation of said Sharma Brothers, in turn, agreed to sell to the Promoter and gave the rights, powers and authorities for development thereof at or for the consideration and upon the terms and conditions more particularly set out therein.

D. Pursuant to said Memorandum of Understanding dated 29<sup>th</sup> August 1994 an Agreement dated 17<sup>th</sup> September 1994 came to be executed by and between said Kirti Gaurav of the One Part, said Sharma Brothers as Confirming Party of the Second Part and the Promoter herein, therein referred to as the Promoter Promoter of the Third Part, said Kirti Gaurav agreed to sell the said larger Property and assign the development rights in respect thereof to the Promoter herein at or for the consideration and upon the terms and conditions contained therein and in part performance thereof, placed the Promoter in vacant, peaceful and physical possession of the said larger Property. The said Kirti Gaurav has under the aforesaid Agreement dtd.17<sup>th</sup> September, 1994 received the entire consideration payable by the Promoter to them.

E. In the meantime, an Order dated 06.05.1995 bearing No. Bhoomapan/Area-Correction/Manpada/95 was passed by the District Inspector of Land Records, whereby the actual area of the lands lying, being and situated at village Chitalsar Manpada, Tal. & District Thane i.e. land bearing Gut No. 47/1 is certified as 37130 sq. mtrs., Gut No. 47/2 is certified as 2030 sq. mtrs. and Gut No. 47/3 is certified as 1620 sq. mtrs. and accordingly revenue records were rectified.

F. By a Deed of Confirmation dated 3<sup>rd</sup> August 1995 executed between said Kirti Gaurav as Party of the One Part and the Promoter herein as the Party of the Other Part, registered with the office of the Sub-Registrar of Assurances Thane under registration No.3989 of 1995, said Kirti Gaurav ratified and confirmed execution of the said

Agreement dated 17<sup>th</sup> September 1994 made and executed with the Promoter hereto as being valid, subsisting and binding on all concerned.

G. Pursuant to said Agreement dated 17<sup>th</sup> September 1994; on 19<sup>th</sup> October 1995 said Kirti Gaurav executed an irrevocable Power of Attorney in favour of the Promoter herein and thereunder authorized the Promoter hereto to execute the Conveyance of the said larger Property as well as to appoint substitutes for and in the name of the said Kirti Gaurav.

H. The aforesaid recited Agreements and the irrevocable Power of Attorneys are still valid and subsisting and in force and the Promoter has thereunder acquired right to develop the said larger Property and the said right of the Promoter is valid and subsisting subject to whatever metioned hereunder.

I. Recently under a Deed of Conveyance dtd. 6<sup>th</sup> May 2014 and Supplemental Deed of Conveyance dtd. 26<sup>th</sup> June 2014 executed by and between the Concerned Parties, both registered at Sr.No. TNN1-3769-2014 on 6<sup>th</sup> May 2014 and at Sr.No. TNN-9-4247/2014 on 26<sup>th</sup> June 2014 respectively in the Office of Sub-Registrar, Thane, and under Deed of Rectification of Conveyance Deed registered at Sr.No. TNN9-6583-2014 and Deed of Rectification of Supplemental Conveyance Deed registered at Sr.No. TNN9-6582-2014 on 17<sup>th</sup> October 2014 respectively in the Office of Sub Registrar, Thane the said larger Property is sold, transferred and conveyed to Kiri Gaurav Builders and Promoter Pvt Ltd.

J. There is a Spl. Civil Suit No.71/2003 and another Spl. Civil Suit No.583/2003 filed by Shri. Madhukar Joma Wadekar in the Court of Civil Judge (S.D.), Thane at Thane seeking certain reliefs with respect to said larger Property and the same are pending, however till date there has not been any adverse Order passed therein against any of the Defendants therein including the Promoter herein. There is a lis-pendens registered with the Sub-Registrar of Assurances at Thane.

K. The Deputy Collector / Additional Collector and Competent Authority for Thane and 8 K. M. peripheral area appointed under the provisions of erstwhile Urban Land (Ceiling and Regulations) Act, 1976 (for short **ULCR Act.**); by its Order dated 30<sup>th</sup> May 1990 read with further Orders dated 23<sup>rd</sup> February 1999 and dated 14<sup>th</sup> March 2002 have declared certain portion of the said larger Property as retainable land as detailed therein. Copies of the said Orders are annexed hereto collectively as **Annexure 'C'**

L. Sometime in the year 2013 Survey and measurement of the land bearing Gut No.47/1, 47/2 and 47/3 was conducted by the TILR Thane by which the said Gut No.47/1 came to be divided into multiple Hissa Numbers namely (i) 47/1/1 admeasuring 0H-12R-50P, (ii) 47/1/2 admeasuring 0H-54R-0P, (iii) 47/1/3 admeasuring 0H-09R-60P, (iv) 47/1/4 admeasuring 0H-10R-0P, (v) 47/1/5 admeasuring 0H-03R-30P, (vi) 47/1/6 admeasuring 0H-00R-10P, (vii) 47/1/7 admeasuring 0H-01R-20P, (viii) 47/1/8 admeasuring 2H-24R-60P, (ix) 47/1/9 admeasuring 0H-25R-0P, (x) 47/1/10 admeasuring 0H-12R-00P and (xi) 47/1/11 admeasuring 0H-19R-00P;

M. Accordingly, the Revenue Authorities have made changes in *FerfarPatrak* as per Mutation Entry No.1004 dtd.23/03/2015. Further on the basis of said Mutation Entry No.1004, effect thereof is taken and accordingly 7/12 Extracts have been prepared describing the lands which are belonging to the said Kirti Gaurav and the lands which are belonging to Thane Municipal Corporation and accordingly, the name of the said Kirti Gaurav is mutated and registered as the owner of the land bearing Gut No. 47/1/11 admeasuring 0H-19R-00P situate lying and being at Village Chitalsar Manpada, Thane Taluka, and District Thane, Registration District and Sub-District, Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as 'said property') in records of rights pertaining to said property and more particularly described in the **FIRST SCHEDULE** hereunder written.

N. From the facts and circumstances stated above and on the basis of the above referred documents, the Promoter alone had the

sole and exclusive rights to develop the said property by constructing multi-storey building thereon by using, consuming and utilizing entire Floor Space Index (**FSI**) of the said property and also by using, consuming and utilizing entire potential Transferable Development Rights (**TDR**) and **Premium F.S.I.** in respect of the said property after obtaining necessary permissions, sanctions, approvals etc. from concerned Authorities and to sell flats and premises in such buildings on ownership basis to prospective purchasers by executing Agreements as per the provisions the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**THE RERA**") and the Rules made thereunder.

O. With a view of developing the Said property, the Promoter has entered into an Agreement as prescribed by Council of Architects with M/s. Molay S. Bakshi, the Architect Registered with the said Council. The Promoter has appointed Epicons Consultant **Pvt.** Ltd. a Structural Engineer for the preparation of the structural designs and drawings of the **Building/s** and the Promoter will continue with the professional supervision of the said Architect and the Structural Engineer and/ or any other if appointed in their place till the completion of the Building/s to be constructed on the said propertySaid Property, provided they perform their duties and obligations diligently and promptly.

P. The Promoter submitted the layout and construction plans for Development of Said Property to the Thane Municipal Corporation (hereinafter referred to as 'Said Corporation') for its sanction and approval and said Corporation has sanctioned the plans in respect thereof and issued Development Permission / Commencement Certificate bearing V.P. No. S04/0082/2015 /TMC/TDD/1750/16 dated 04.04.2016 issued by Thane Municipal Corporation. A copy whereof is annexed hereto and marked as **Annexure '\_\_\_\_\_'**.

Q. By said Approved Plans and Commencement Certificate, the said corporation has approved the plans of the Building No. F-1, as shown in the sanctioned plan, comprising of Ground (Part) + Stilt

(Part) + 7<sup>th</sup> floors + 8 floor (Part) upper floors which is the subject matter of this agreement is defined as Phase in this agreement. A copy of the said Sanctioned Plan being a part thereof showing the Stamp and Seal of sanction by TMC and copy of the Commencement Certificate is annexed hereto and collectively marked as **Annexure-** '\_\_\_\_\_'.  
\_\_\_\_\_.

R. Mr. Prashant G. Kadam, Advocate of Thane, by his Certificate of Title dated \_\_\_\_\_, has certified the title of the Owners to the said property. Copy of said Certificate of Title is annexed hereto and jointly marked as **ANNEXURE** '\_\_\_\_\_'.  
\_\_\_\_\_.

S. The Promoter hereto while obtaining sanction to the said Approved Plans from the concerned Authorities have paid scrutiny fees, development charges, betterment charges, various other charges, costs, expenses, levies, premiums etc.;

T. While sanctioning the said Approved Plans, said corporation has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the said property and constructing building on the said property and upon due observance and performance of which only, the Completion and Occupation Certificates in respect of the building shall be granted by the said corporation;

U. The Promoter hereto having obtained all the necessary permissions, sanctions and approval as aforesaid have commenced the work of construction of the buildings on the said property, in accordance with the said Approved Plans;

V. The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of the documents of title relating to the said Property referred to hereinabove and also of the Said Approved Plans and Said Commencement Certificate and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016(hereinafter referred to as "THE RERA") and the rules and regulations made there under

(hereinafter collectively referred to as “Said documents, permissions and sanctions”);

W. The District Collector, Thane vide Order No.NAP/SR-57/2005 dated 11<sup>th</sup> November 2005, and Order No.NAP/SR-150/2013 dtd. 11<sup>th</sup> December 2013 granted permission for Non-Agricultural use of the said Property and copies whereof are annexed hereto as **Annexure 'D'**.

X. The Purchaser has demanded from the Promoter and the Promoter has given to the Purchaser inspection of all the documents of title relating to the said Property, the Permissions, Sanctions and Orders issued by various Government Authorities and the layout plan, said Sanctioned Plan, said Commencement Certificate, the amended and revised plan with respect to construction of buildings on the Said Property amending and revising the said Sanctioned Plan proposed to be submitted by the Promoter to TMC for obtaining sanction and approval for the same and such other documents as are specified under the provisions of RERA and the rules made thereunder and the Purchaser is fully satisfied in that behalf.

Y. The Purchaser requested the Promoter and the Promoter agreed to allot to the Purchaser Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Mts. carpet area in Building No. F-1 on \_\_\_\_\_Floor being constructed on the said property Said Property(hereinafter referred to as the ‘said **Premises**’). The Typical Floor Plan of the said Premises is annexed hereto and marked as **Annexure ‘H’**. The amenities to be provided in the said Premises are described in **Annexure 'I'** hereto annexed.

Z. The carpet area of said premises is \_\_\_\_\_ Sq. Mts. (i.e. \_\_\_\_\_ sqr fts) means net usable floor area of the said premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser or verandah area and exclusive open terrace appurtenant to the said premises for exclusive use of the Purchaser, but includes the area covered by the internal walls of the said premises. The abovementioned carpet area is calculated as per

the clarification issued by Maharashtra Real Estate Regulatory Authority vide No. MAHARERA/SECY/ File No. 27/84/2017 dated 14th June 2017 having Circular No.4/2017). However it is expressly made it clear that while calculating the consideration for said Premises the area of column and share walls are not taken into consideration.

AA. 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;

BB. Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement for Sale of the said Premises to the Purchaser being in fact these presents and also to get registered the said Agreement under the provisions of the Registration Act, 1908.

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

1. The Promoter shall construct a building on the said property comprising of Ground (part) / Stilt (part) plus 1<sup>st</sup> to \_\_\_\_\_ upper floors (hereinafter referred to as 'said building') in accordance with the building plans sanctioned by the said Corporation with only such variations and modifications as the Corporation or the Promoter may deem fit and the Purchaser hereby consents to the same. The Promoter shall be entitled to make any variations, alterations or amendments in the said plans or specifications of the aforesaid building and/or layout plans if desired by the Promoter or if required to be made for the purpose of meeting any requisition, objection or requirement of the Concerned Authorities. The Purchaser shall not object to the aforesaid and hereby grants irrevocable consent to the same.

**Provided** that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or

modifications which may adversely affect the Said Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. The Purchaser does hereby declares and confirms that he/she/they has seen and inspected all the documents referred to hereinbefore and all other documents prescribed under the provisions of RERA and Rules made thereunder including the said Approved Plans and the said Commencement Certificates and the revised / amended plans proposed to be submitted by the Promoter as stated above and all other approvals, permissions with regard to development of the said property and has also verified all the information given and representations made by the Promoter as stated in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has no doubts, disputes, claims, requisitions, whatsoever in that behalf. The Purchaser does hereby state and confirm that he/she/they has no objection and he/she/they does/do hereby give his/her/their free and willing consent for development of the said property in the manner proposed by the Promoter and as stated in the in this agreement.

### **3. DISCLOSERS BY PROMOTER AND ACCEPTANCE BY THE PURCHASER:**

The Promoter has disclosed to the Purchaser and after going through the relevant records and sanctioned plans and after thorough discussions and deliberations, the Purchaser has ascertained to his/her/their satisfaction and has irrevocably accepted as binding upon him and upon those claiming through and under him/her/their as under:

- a) As per the Government Notification dated 2.05.2016, the Promoter is entitled to consume the TDR to the extent of

\_\_\_\_\_ Sq. Mtrs or thereabout on the said property. The Floor Space Index available as on date in respect of the Said Property is \_\_\_\_\_ Square Meters and Promoter has planned to utilize Floor Space Index of 2435.36 Square Meters. The Promoter has disclosed that the Floor Space Index in the form of TDR of \_\_\_\_\_ is still remained to be consumed and utilized by the Promoter and same is proposed to be utilised by the Promoter on the Said Property in near future and Purchaser has agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter intends to utilize the further TDR from other properties for additional construction in the said Property. The Purchaser shall not be entitled to raise any objection for utilization of such further TDR from other properties in the said Property or from the said Property to other properties.

- b) As per the said Approved Plans, presently construction of 2435.36 Sq. Mtrs or thereabout excluding TDR potential of \_\_\_\_\_ Sq. Mtrs or thereabout, is sanctioned and permissible to be built on the said property. Thus, Promoter is entitled to load and consume the TDR potential of \_\_\_\_\_ Sq. Mtrs or thereabout by constructing additional floors on the said building under construction on the said property.
- c) The Promoter has now proposed to use the said balance FSI in the form of TDR potential of \_\_\_\_\_ Sq. Mtrs or thereabout and for which purpose has proposed to amend/modify/revise the said Approved Plans, and obtain sanction and approval for the same from the said corporation and/or any other concerned authority and to carry out further construction on the said property accordingly.
- d) The Promoter, by amendment/modification of the said Approved Plans, propose to construct additional floors on the said building being constructed on the said property with the use and utilization of FSI in the form of TDR by acquiring TDR

from open market of any other land as per the Rules and Regulations of the said corporation. By said proposed amendment/modification of the said Approved Plans, the Promoter intends to get a permission and sanction from the said corporation to construct the building comprising of \_\_\_\_\_ which is now sanctioned upto Ground (Part) + Stilt (Part) + 7<sup>th</sup> floors + 8 floor (Part) upper floors. The copies of the revised layout and plans to be submitted to said corporation for its sanction and approval hereto annexed and marked as \_\_\_\_\_

- e) The Promoter has specifically informed and represented to the Purchaser that the Promoter has proposed to use and utilize additional FSI, Premium FSI, DR of the said Property and TDR as per its potential and as permissible from time to time under the D.C. Regulation of said corporation to construct the additional floors on the said building as per the said Sanctioned Plan and/or with the amended/revised plan amending the said Sanctioned Plan which the Purchaser has seen and inspected. The Promoter has shown and disclosed such proposed Revised and Amended Plans to the Purchaser hereto. The Purchaser do hereby declares and confirms that he/she/they have fully understood the above said information given by the Promoter and that he/she/they are fully satisfied about the same and he/she/they have no disputes, doubts, claims or demands whatsoever in respect thereof and he/she/they doth hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstruction, obstacles or hindrance in these regards affecting the development of the said property. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making

all and every of the aforesaid changes as may be desired by the Promoter.

- f) Purchaser is aware that, under the prevailing law, rules and regulations, the Promoter shall not be entitled to make any change or variation in the area of the said premises agreed to be purchased by the Purchaser under this Agreement. SAVE AND EXCEPT THE AFORESAID RESTRICTION, the Promoter shall otherwise be at liberty and is entitled, without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised, modified and/or re-designed from time to time the layout of the Said Property; to amalgamate the Said Property with any adjoining property. The Promoter further is at liberty to make the changes, modifications and amendments in the said sanctioned plans of the Said Property after approval of the same from the said corporation. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his/her/their irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter and Purchaser shall not dispute, object or oppose to the decision of the Promoter in that behalf. This consent shall be considered to be the Purchaser consent contemplated by under RERA Act.
- g) The Purchaser hereby accepts all the aforesaid statements, declarations, representations and covenants as also the statements, declarations and representations made in the recitals as binding upon the Purchaser.

4. **AGREEMENT TO SALE AND PURCHASE:**

(a) Subject to the rights of the Promoter as stated in foregoing clauses and other clauses written hereunder, the Promoter hereby agrees to sell to the Purchaser and the Purchaser, by accepting the rights of the Promoter as stated in this Agreement, hereby agree to purchase from the Promoter, the Said Premises being Residential Flat admeasuring \_\_\_\_\_sq. ft. carpet area or thereabout bearing Flat No. \_\_\_\_ on \_\_\_\_ Floor of the building to be constructed on the Said Property and to be known as “\_\_\_\_\_” or by such other name as the Promoter may decide and as more particularly described in the **SECOND SCHEDULE** written hereunder and shown on the Plan thereof hereto annexed as Annexure ‘\_\_\_\_\_’ at or for the lump sum consideration of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only).** including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **THIRD SCHEDULE** annexed herewith.

(b) The total aggregate consideration amount for the Said Premises including garage/covered parking spaces is thus Rs.\_\_\_\_\_/-

(c) The Purchaser has paid on or before execution of this agreement a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee in the following manner:

i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) Vide Cheque No.\_\_\_\_\_dtd.\_\_\_\_\_drawn on \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- ii)

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) Vide Cheque  
No. \_\_\_\_\_ dtd. \_\_\_\_\_ drawn on \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- iii)

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) Vide Cheque  
No. \_\_\_\_\_ dtd. \_\_\_\_\_ drawn on \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Purchaser hereby agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per the progress of work of the building as under:-

|  |                                                 | Amount<br>In Rupees |
|--|-------------------------------------------------|---------------------|
|  | On or before Completion of Plinth.              | Rs.                 |
|  | On or before Completion of 1 <sup>st</sup> Slab | Rs.                 |
|  | On or before Completion of 2 <sup>nd</sup> Slab | Rs.                 |
|  | On or before Completion of 3 <sup>rd</sup> Slab | Rs.                 |
|  | On or before Completion of 4 <sup>th</sup> Slab | Rs.                 |
|  | On or before Completion of 5 <sup>th</sup> Slab | Rs.                 |
|  | On or before Completion of 6 <sup>th</sup> Slab | Rs.                 |
|  | On or before Completion of 7 <sup>th</sup> Slab | Rs.                 |
|  | On or before Completion of Brick Work           | Rs.                 |
|  | On or before Completion of Plastering Work      | Rs.                 |
|  | On or before Completion of Flooring Work        | Rs.                 |
|  | On or before Completion of Plumbing Work        | Rs.                 |
|  | On or before Possession of Flat                 | Rs.                 |
|  | <b>TOTAL</b>                                    | <b>Rs.</b>          |

**Rupees**

**Only**

- (d) The total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes of the Central Government, State Government or any other local body/authority) in connection with or arising out of the present transaction of sell of Said Premises by the Promoter to the Purchaser and/or consideration paid/to be paid by the Purchaser to the Promoter. The Purchaser undertakes to bear and pay or reimburse to the Promoter, as the case may be, the amount of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes paid or to be paid by the Promoter to the Central Government, State Government and/or any other local body/authority, immediately on demand being made by the Promoter in this regard or on the date on which they become due and payable, whichever is earlier.
- (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertake and agree that while raising demand on the Purchaser for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose, the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter beings issued to the Purchaser, which shall only be applicable on subsequent payments.

- (f) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said 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 per cent. The total price payable for the carpet shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser within forty-five days with interest rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, from the date when such excess was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement
- (g) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner. It is clarified and the Purchaser accords his/her/their irrevocable consent to the Promoter to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner;
- (i) Firstly towards any cheque bounce charges in case of dishonour of cheque and any other administrative expense incurred by the Promoter.
  - (ii) Secondly towards interest as on date of delayed payments.

- (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser under this Agreement.
  - (iv) Fourthly towards outstanding dues including Purchase Price and other amounts payable by the Purchaser.
- (h) The Purchaser is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ 1 % of the consideration including the amount of taxes, if any, while making payment to/ crediting the account of the Promoter under this Agreement. The amounts so deducted by the Purchaser are required to be paid to the Income Tax Authorities on or before the last day of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the purchaser electronically only by using Form No.26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser submitting the original TDS Certificate within 15 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the date available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No.26AS of the Promoter. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an assessee-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS.
5. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers

after procuring the occupancy certificate or the completion certificate of both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalments and other dues payable by him/her/them and meeting the other dues payable by him/her/them and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided in clause 4 herein above.

6. The Purchaser shall pay the aforesaid installments on respective due dates strictly without any delay or default as time in respect thereof is made essence of the contract. The Promoter shall send the Demand Notice to the Purchaser at the address given by the Purchaser in this Agreement whenever such installments have become due and payable and the Purchaser shall be bound to pay the amount of the installments within eight days from receipt of such Demand Notice sent by Courier or Speed Post. In the event of the Purchaser making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoter shall be entitled to recover from the Purchaser and the Purchaser agrees to pay to the Promoter, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, for every on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.
7. Without prejudice to the right of the Promoter to charge interest in terms of clause 6 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement. It is further agreed that on the

Purchaser committing default in payment on the due dates all or any of the installments and/or other amounts referred herein and payable under this Agreement or if the Purchaser commits breach of any of the terms and conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under the this Agreement and under the law the Promoter shall be entitled at Promoter' sole discretion an option to terminate this Agreement

PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoter after giving to the Purchaser 15 days prior notice in writing, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Promoter intend to terminate this Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice then, upon expiry of the notice period this Agreement shall stand terminated without any further notice being required to be given or without any further act required to be performed by the Promoter.

It is further agreed that upon termination of this Agreement as provided herein, the Promoter shall, subject to deductions provided herein, refund to the Purchaser within a period of thirty days of the termination, the installments of the sale consideration of the Agreement which may till then have been paid by the Purchaser to the Promoter. The Promoter shall be entitled to deduct a sum equal to 10% of the total consideration amount as liquidated damages and an amount of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes till then paid by the Promoter and further amount of Goods Service Tax (GST), Value Added Tax (VAT), Service Tax, cess or any other taxes which till then become due and payable, though not paid,

alongwith accrued interest, fine, penalty etc, if any, thereon, from the amount so to be refunded to the Purchaser. The Promoter shall also be entitled to deduct an amount of brokerage charges, if any, paid by the Promoter and also an amount accumulated towards interest payable by the Purchaser on any default payment as per the terms of this agreement, from the amount to be refunded to the Purchaser. No interest shall be paid by Promoter to the Purchaser on such refundable amount. Upon termination of this Agreement pending refund of the amount as aforesaid the Promoter shall be at liberty to dispose of and sell the Said Premises to any third party at such price and on such terms and conditions as the Promoter may desire and think fit in Promoter' sole discretion without being requiring to obtain any consent from the Purchaser.

8. The Parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these Presents.
9. The fixtures and fittings with regards to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price to be provided by the Promoter in the said building and the said premises as are set out in Annexure '\_\_\_\_\_', annexed hereto
10. The Promoter shall give possession of the Said Premises to the Purchaser on or before \_\_\_\_\_ PROVIDED always that the Promoter shall be entitled to reasonable extension of time for giving possession of the Said Premises on or before the date, if the completion of the said Building in which the Said Premises is situated is delayed on account of:-

1. Non- availability of steel, cement, other building materials, water or electric supply; or
2. War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession;
3. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
4. Economic downturn;
5. Any other eventuality which is beyond the control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry;
6. Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or its agents including strikes or agitation by the workers or labourers of the Promoter or the Contractor or suppliers.
7. changes in any rules, regulation, bye-laws of various statutory bodies or authorities affecting the development of the project; or
8. delay in grant of any NOC/permission/licence/connections for installation of any services, such as lifts, electricity and water connections and meters to the Project/ premises/road or completion certificate from appropriate authority; or
9. Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the development of the project, by the TMC or any other concerned authority.

In the event of the happening of any of the aforesaid events the period of possession shall automatically stand extended. Non payment of consideration and of other dues by the Purchaser and other Purchasers of premises in the building strictly as per time Schedule stipulated in their respective Agreements shall be construed as one of the circumstances beyond the control of Promoter.

If the Promoter fails or neglects to give possession of the Said Premises to the Purchaser on account of reasons beyond its control and of its agents as referred hereinabove, by the aforesaid date or the date and if the Purchaser intends to withdraw from the project, then the Promoter shall be liable on demand, to refund to the Purchaser the amounts already received by them in respect of the Said Premises with interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India from the date Promoter received the sum till the entire amounts and interest thereon is repaid.

If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of the State Bank Of India, on all amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the Said Premises.

IT is agreed that upon refund of the said amount as stated hereinabove, the purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Said Premises or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the Said Premises to

any person or party as the Promoter may desire at their absolute discretion.

11. The Promoter, upon obtaining the occupancy certificate from the competent authority and on receipt of entire consideration and other sums from the Purchaser as per the agreement, shall offer in writing the possession of the Said Premises, to the Purchaser in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Said Premises to the Purchaser. The Purchaser agrees to pay the maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Phase. Commencing a week after notice is given by the Promoter to the Purchaser that the Said Premises is ready for use, the Purchaser shall be liable to bear and pay all applicable taxes (including but not limited to service tax, VAT, LBT, Swachch Bharat Tax, Krushi Kalyan Tax, GST, any other future levies/taxes) and charges for sub-stations, cable costs, electricity and other service charges and the outgoings payable in respect of the Said Premises (including the property taxes). The Purchaser agrees and binds himself to pay regularly and within due period to the Promoter and/or their agent or property management Agency until the conveyance of the said Property and the Building thereon is executed in favour of the society, the proportionate share that may be decided by the Promoter for (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the said Property or the Building including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the Building including the Said Premises and the amenities and facilities, common lights and other outgoings and maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the

said Property or the Building. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Society. If any tax is levied by any authority on such collection, the same shall be proportionately borne by the Purchaser. Such charges shall be paid by the Purchaser within seven days of the demand made by the Promoter in respect thereof, irrespective of the date of actual physical possession by the Purchaser.

12. The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter as per clause \_\_\_\_\_ to the Purchaser intimating that the said premises are ready for use and occupancy.

13. Upon receiving a written intimation from the Promoter, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In the case the Purchaser fails to take possession within the time provided in clause \_\_\_\_\_ such Purchaser shall continue to be liable to pay maintainance charges as applicable.

14. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the Said Property and said Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers ad all other expenses necessary and incidental to the management and maintenance of the Said Property and building/s. Until the Society or limited Company is formed the said building is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till

the Purchaser's share is so determined the Purchaser shall pay to the Promoter such provisional monthly contribution of Rs.\_\_\_\_\_ per month towards the outgoings on or before 5th day of each month commencing from the date when possession of said Premises is offered to the Purchaser. The Purchaser shall not withhold the payment for any reason whatsoever. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said building is executed in favour of the society or a limited company. On such conveyance being executed for the said building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

15. The Purchaser shall on or before delivery of possession of the said Premises keep deposited with the Promoter the following amounts, which shall stand adjusted towards each head of expenses once incurred by the Promoter and accounted to the Purchaser.

- i) Rs.\_\_\_\_\_ for share money, application entrance fee of the Society or limited Company/Federation/Apex body.
- ii) Rs.\_\_\_\_\_ for formation and registration of the Society or limited Company/Federation/Apex body.
- iii) Rs.\_\_\_\_\_ for proportionate share of taxes and other charges/levies in respect of the Society or limited Company/Federation/Apex body.
- iv) Rs.\_\_\_\_\_ for deposit towards provisional monthly contribution towards outgoings of the Society or limited Company/Federation/Apex body.
- v) Rs.\_\_\_\_\_ for Deposit towards Water, Electric and other utility and services connection charges and
- vi) Rs.\_\_\_\_\_ for deposits of electrical receiving and Sub-Station provided in layout.
- vii) Rs.\_\_\_\_\_ Towards Corpus Fund for maintainance of Swimming Pool, Club House, Garden.

16. The Purchaser shall pay to the Promoter a sum of Rs.\_\_\_\_\_ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the

Promoter in connection with formation of the said society, or limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

17. The Purchaser shall further pay Municipal Taxes of his/her/their Share as and when demand is made by the Municipal Authorities. The Promoter shall not be liable for payment of Municipal Taxes for the reasons or on the grounds whatsoever.

18. The Promoter shall after deducting from the above amount when received the expenses incurred in the formation of the Society, the remaining amount, if any, shall be transferred by the Promoter to the Society as and when such Society is formed. However, if any additional expenses are incurred by the Promoter on aforesaid account, the same shall be paid promptly by the Purchaser of prorata basis upon demand from the Promoter.

**19. PURCHASER'S OBLIGATION TO PAY SERVICE TAX, VAT, GST AND OTHER TAXES ETC.**

The Purchaser agrees to pay to the Promoter in addition to the consideration and the amounts provided hereinabove, the following amounts:

- a) It is agreed between the Promoter and Purchaser that the Purchaser is liable to bear and pay the Service Tax, VAT, GST, interest and penalty (if any) payable in respect of the transaction of sale of the said premises between the Promoter and the Purchaser under this Agreement. The Purchaser do hereby agrees and confirms with the Promoter that along with other installments payable under this Agreement, the Purchaser will also pay pro rata amount or full amount towards Service Tax and/or GST as and when demand thereof is made by the Promoter and full amount of VAT on the date of execution of these presents alongwith interest and penalty, if any, as determined by the Promoter by Cheque/Pay Order

drawn in favour of the Promoter or as may be directed by the Promoter without any delay or default. The aforesaid condition will form part and parcel of fundamental terms of this agreement.

- b) The Purchaser hereby further agrees and confirms with the Promoter that if there is any additional liability over and above the amounts deposited and to be deposited by the Purchaser with Promoter towards payment of Service Tax, VAT and GST payable in respect of the transaction of sale of the said premises in pursuance of this agreement and interest and penalty (if any) accrued thereon (if any), then all such liabilities will be borne, paid and discharged by the Purchaser upon being called upon to do so by the Promoter without any delay or default. The Purchaser further agrees and confirms that the aforesaid obligation to pay any further or other amounts towards the Service Tax, VAT, GST, interest and penalty by the Purchaser will be charged on the right, title, interest, claim and demand by the Purchaser in respect of the said premises agreed to be purchased by the Purchaser. The Purchaser agrees to indemnify and keep harmless the Promoter and their estates and effects against all claims, demands and dispute in respect of any liability of Service Tax, VAT, GST, interest of penalty payable to the Service Tax Authorities and VAT Tax Authorities and all other costs, charges, expenses and losses suffered or incurred by the Promoter and to reimburse to the Promoter all such Service Tax, interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay default or demure.
- c) In addition to the agreed purchase price and other amounts specified in this agreement, the purchasers shall be liable to pay any Other Taxes, Rates, Cesses, Charges etc., as and when may become payable on account of any Statutory Provisions, Orders,

Notification etc. of the State or Central Government, Local Body, Local Authority etc.

- d) The Purchaser hereby expressly agrees to pay/reimburse to the Promoter the liabilities/demand, if any, on account of service tax, works contract tax, value additional tax and/or any other taxes and levies as presently levied or may be levied from time to time by the Central and/or State Government and/or local authorities in respect of and/or pertaining to the said Building on pro-rata basis. Such payment/reimbursement shall be made by the Purchasers within 15 days from the receipt of intimation to that effect from the Promoter.

## 20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Property, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the promoters shall handover lawful, vacant, peaceful, physical possession of the common area as of the structure to the Association of the Purchaser;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

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

21. **FORMATION OF SOCIETY:**

- a) It is the intention of the Promoter to form a Co-operative Housing Society of all the Purchaser of the premises in the said building to be constructed on the Said Property. The Purchaser alongwith other the Purchasers of flats from the said building in the complex shall join in forming and registering Society and for this purpose from time to time sign membership and other papers and documents necessary for the formation and the registration of the society and for becoming a member, including the bye-laws of proposed society and duly fill in, sign and return to the Promoter within 15 days of same being forwarded by the Promoter to the Purchaser so as to enable to Promoter to register the organization of the flat Purchasers u/s. 10 of Maharashtra Co-operative Societies Act, 1960. No objection shall be given by the Purchaser if any changes or modifications are made in the draft of bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Purchaser shall have no right to object to formation of society or to insist for any particular type of Organisation other than the cop-operative housing society.
- b) In the event of the said society being formed and registered before the sale and disposal by the Promoter of all the premises, the powers and the authority of the society so formed shall be subject to the overall authority and control of the Promoter in respect of all matters concerning the

said building and said property. The Promoter shall have absolute authority and control as regards the unsold premises and shall have right sell the same to any third party and to receive and appropriate the consideration thereof for itself. In such eventuality, on receipt of application by such Purchaser, it shall be binding on the society to accept such Purchaser of unsold premises as member of the society without demanding any premium, donation or like amount, thereof.

## 22. CONVEYANCE :

- a) The Purchaser shall also not be entitled to demand Conveyance of the said property unless and until the development of the Said property is completed in all respects as stated herein and until entire consideration amount and other sums payable by all the flats/ premises purchasers to the Developers, have been paid by all such flats/ premises purchasers to the Developers.
- b) The Developers intends to form a society and to execute conveyance of the Said property together with said building in favour of such society. The Purchaser shall pay to the Developers, the Purchaser's share of stamp duty and registration charges payable, by the such society on such conveyance or any documents or instrument of transfer in respect of the Said property with said building.
- c) In any case, the time for execution of Conveyance in the manner as aforesaid shall arrive within three months from the date of issuing occupancy certificate by the said corporation or competent authority in respect of building being constructed on the said property and entire development of the Said property in the manner stated herein is completed by the Developers in all respects and the entire consideration for all flats and premises is received by the Developers.

- d) The Advocate of the Developers shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses towards preparation and execution of the conveyance and other documents shall be borne and paid by all the Purchaser on pro-rata basis. If any of the Purchaser commits default in such payment, the Developers shall not be liable or responsible for resultant delay in execution of the Conveyance or Formation of Society and execution of Conveyance will be done only upon completion of entire development of said property and on utilization of entire development potential of the said property and the Purchasers will not require or insist upon execution of Conveyance prior to completion of entire development of the said property and till entire development potential of the said property is exploited by the Developers.
- e) Nothing contained in these presents shall be construed to confer upon the Purchaser's any right, title and interest of any kind whatsoever into or over the said flat and/or said property or any part thereof, such conferment shall take place only upon the execution of the Conveyance in favour of the said society be formed.

**23. The Purchaser hereby expressly agrees and covenants with the Promoter that:-**

- a. The Purchaser is aware that the Promoter proposes to allot the stilt portion and open space as earmarked for parking. The Purchaser hereby gives his irrevocable consent for such allotment, if any, and it shall not be open for the Purchaser to raise any objection by himself or by and / or through the Society as and when formed for such allotment.
- b. Provided that it does not in any way affect or prejudice the rights of the Purchaser in respect of the said Premises, the

Promoter at Promoter's sole discretion shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property.

- c. Save and except the said Premises hereby agreed to be purchased, the Purchaser shall have no claim, on all other premises and areas including stilt, terrace and open spaces around the said building and the balance portion/s of the said Property including layout road, open spaces, etc, which shall always remain the Property of the Promoter until the whole of the Property is transferred to the Society subject to the rights of the Promoter as contained in this Agreement.
- d. The Purchaser has accepted the said Title Certificate and the Purchaser agrees not to raise any requisitions on or objections to the title of the said Owners and / or an authority of the Promoter to develop the said property.
- e. The Purchaser confirms that the Promoter has given to him/her/them free and complete inspection of documents of title and approvals from various authorities in respect of the said Property and Said Property including the Agreements for Development and other documents referred to hereinabove and the Purchaser confirms that only after inspecting the aforesaid documents and all other approvals and being satisfied in respect thereof, the Purchaser has entered into this Agreement.

24. While accepting the possession of the said Premises from the Promoter the Purchaser shall get himself satisfied about the quality of work and providing of amenities etc., and after the Purchaser taking possession of the said Premises, the Purchaser shall have no claim against the Promoter as regards the quality of the building material used for construction of the building or amenities provided and the nature of the construction of the said Premises or otherwise howsoever.

25. The Purchaser for himself/hersle/themselves and all persons claiming through the Purchaser with the intention to bring all

persons into whosoever hands the premises may come, both hereby covenant with the Promoter as follows :-

- f. From the date of possession of the said Premises to maintain the same at Purchaser's own cost, in good and tenantable repair and condition and not to make any changes alterations or additions to the said Premises or any portion thereof and not do or suffer to be done anything to the staircase, lift and any passage of the building in which the said Premises is situated or which may be against rules, regulation and by-laws of the TMC or any other Competent Authorities concerned In the event of the Purchaser committing any act in contravention of this provisions the Purchaser shall be responsible and liable for the consequences thereof to all those who are affected by the act and / or omission by the Purchaser and / or to the TMC and / or the Authorities concerned.
- g. Purchaser shall not change the user of the said Premises for which it is being sold.
- h. Purchaser not store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the building in which the said Premises is situated or storing of which goods is objectionable by the TMC or other authorities.
- i. Purchaser shall not carry or cause to be carried heavy packages to upper floor which may damage or is likely to damage any part of the building in which the flat is situated and in case any damage is caused on any account by the Purchaser, the Purchaser shall be liable to repair and restore it to its original position prior thereto.
- j. Purchaser shall carry out at Purchaser's own costs all internal repairs of the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser.
- k. Purchaser shall not do or suffered to be done anything in or to the building or said Premises which may be in breach of the rules regulations and bye-laws of the TMC and / or other

authorities and the bylaws of the Society. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be taken as in breach and shall also be responsible and liable for the consequences thereof to the concerned authority, as also to the other Purchasers if they get affected thereby.

1. Purchaser shall not demolish or cause to be demolished the said Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof nor to make any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and keep the flat, sewers and drainage in the said Premises and all appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect the other parts of the building.
- m. Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parts or other structural members in the said Premises without the prior written permission of the Promoter or the Society when formed.
- n. Purchaser shall not at any time will fix any Grill to the building or windows except in accordance with the design approved by the PromoterPromoterPromoterPromoterPromoterPromoterPromoter, the purchase will not change the external colour scheme or pattern of the colour of the building and will not change exterior elevation or the outlay of the building.
- o. Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building or any part thereof or whereby any increased premium shall become payable.
- p. Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said PremisesSaid PremisesSaid Premises in the open space surrounding the building or any part thereof or in the building common areas.

- q. Purchaser pay to the Promoter within seven days of demand by the Promoter proportionate share of security deposit demanded by authority for giving water, electricity or any other service or amenities in connection with the said Premises.
- r. Purchaser to bear and pay increase in local taxes, water charges, insurance, levy, cess duty etc. which are imposed by the TMC and/or Government and/or other public authority on account of any action / inaction by the Purchaser or otherwise as is applicable from time to time.
- s. Purchaser shall not let, sub-let, transfer, assign or part with Purchasers' interest or benefit under this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non observance of any of the terms and conditions of this Agreement and after the Purchaser has intimated in writing to the Promoter of the same at least seven days prior to entering into any such transaction. If the Promoter objects to the purchaser selected by the Purchaser than the Purchaser shall not sale and transfer Purchaser's rights and interest under this Agreement to such a purchaser.
- t. Purchaser shall observe and perform all the rules and regulations that are communicated by the Promoter from time to time till the Promoter are in management and upon the Society taking over management, to observe and perform the rules of the Society adopted at its inception and any additions, alterations or amendments thereof that may be made from time to time, for protection and maintenance of the building and the flats therein and to observe and perform the building Rules, Regulations and Bye-laws for the time being of the TMC and of the Government in force.
- u. Purchaser shall observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and pay and

contribute regularly and punctually towards the outgoings in accordance with the terms of this Agreement.

- v. Purchaser, till Conveyance as agreed in this agreement is executed the Purchaser shall permit the Promoter and all persons authorised by the Promoter at all reasonable times, to enter into and upon the said Premises, and building or any part thereof to view and examine the state and condition thereof.
- w. Purchaser shall not demand partition of Purchaser's interest in the said building and/or Said Property, Purchaser's interest in the Said Property being impartible.

26. The Promoter shall observe, perform and comply with all the terms, conditions, stipulations and restrictions which may have been imposed by the TMC at the time of sanctioning the plans or sanctioning any modification and / or alteration thereto.

27. Before handing over possession of the said Premises to the Purchaser the Promoter shall obtain from the TMC occupation certificate in respect of the said Premises.

28. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the promoter or the Purchaser until, firstly, the Purchaser signs and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the and / or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipts by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation.

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE  
WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser/s in project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the said premises in the Project.

30. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title and interest of any kind whatsoever into or over the said Property including the Said Property or any part thereof, such conferment shall take place only upon the execution of the Conveyance in favour of the Society to be formed.

31. The Promoter shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said Premises agreed to be purchased by the Purchaser.

32. All notices to be served on the Purchaser as contemplated under this Agreement shall be deemed to have been duly served if posted to the Purchaser by Registered Post A.D. or Courier at the address given by the Purchaser and as recorded in this Agreement or at the address notified in writing by the Purchaser to the Promoter after execution of this Agreement.

33. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or mobile receiving antenna on the said Property or on the building/s on the said Property or any part thereof and the said hoardings may be illuminated or comprised of Neon Signs and for that purpose the Promoter are fully authorised to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the said Property as the case may be and the Purchaser agrees not to object or dispute the same. Income derived from such hoarding and / or mobile receiving antenna shall be the income of the Promoter.

34. The Promoter shall be entitled to use the terrace including the parapet wall the buildings constructed on the Said Property for any purpose including display of the advertisements and sign boards and the Purchaser shall not be entitled to raise any objections or to claim any deductions in the price of the said Premises agreed to be acquired by him and/or claim any compensation or damage on the ground of inconvenience or any other ground whatsoever from the Promoter.

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

36, In this Agreement unless the context otherwise implies

- a. The expression defined herein shall have the respective meaning assigned to them.
- b. The singular wherever used shall include plural and vice-versa.
- c. The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.
- d. The headings given are only for the sake of convenience and they do not govern the meaning of the contents of the paragraphs.

37. It is specifically agreed by and between the parties hereto that if any provision hereof shall be held invalid, illegal or unenforceable, then, in that event the entire Agreement shall not be treated void-ab-initio and in such a case such of the other clause or clauses or part of the clause or clauses or part of this Agreement shall be severed from the such invalid, illegal or unenforceable this Agreement and the Agreement to the extent it is valid shall remain in force and effect.

38. The Stamp Duty and Registration Charges payable on this Agreement and all incidental expenses therefor shall be borne and paid by the Purchaser alone. The Purchaser shall, immediately after the execution of this Agreement, lodge this Agreement for registration with the office of the Sub-Registrar of Assurances at Thane and inform within seven days from the date of such lodgment the serial number and the date of lodgment to the Promoter to enable the Promoter to attend the office of the Sub-Registrar and to admit execution hereof.

39. The Stamp Duty and Registration charges and expenses of and concerning the execution and registration of the Conveyance to be executed shall be borne and paid by the Purchaser along with other purchasers of flats in the building constructed on the Said Property, in proportion of their respective holdings as and when demanded by the Promoter or the Society as the case may be.

40. This Agreement shall always be subject the provisions contained in the provisions the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

**FIRST SCHEDULE ABOVE REFERRED TO HEREINABOVE**  
**(Property)**

All that piece and parcel of the land bearing Gut No. 47/1/11 admeasuring 0H-19R-00P situate lying and being at Village Chitalsar Manpada, Thane Taluka, and District Thane, Registration District and Sub-District, Thane and within the limits of Thane Municipal Corporation

**SECOND SCHEDULE ABOVE REFERRED TO ABOVE**  
**(Said Premises)**

Residential Flat/Premises bearing No. \_\_\_\_\_having area \_\_\_\_\_sq. mtrs. carpet on \_\_\_\_\_Floor in the said Building No. \_\_\_\_\_being constructed on the Said Property described in the First Schedule written above.

**THIRD SCHEDULE ABOVE REFERRED TO ABOVE**  
(Common Areas and Facilities)

Access areas (other than public streets), driveways, interior and exterior parking areas other than which are sold, roofs, common seating areas, landscaped and planted areas, stairways, elevators, lighting facilities, club house, meeting rooms, swimming pool etc. or any other part of the Complex not specifically allotted to any of the individual Purchasers of the Complex by the Promoter or their assignees or nominees or predecessors in title.

**SIGNED AND DELIVERED**

by the within named **PROMOTER**

**NEXUS BUILDERS AND DVELOPERS PVT. LTD.** )

by the hands of its Authorised Signatory )

**Mr.** \_\_\_\_\_ ) \_\_\_\_\_

in the presence of )

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED AND DELIVERED** )

By within named **PURCHASER** )

) \_\_\_\_\_

In the presence of )

1. \_\_\_\_\_

2. \_\_\_\_\_

**Receipt**

**RECEIVED** of and from the withinnamed **Purchasers** a sum of **Rs.**  
**00,00,000/-** (Rupees \_\_\_\_\_ **Only**) being amount  
payable by the Purchaser to the Promoter upon the execution of this  
Agreement.

**Rs. 00,00,000/-**  
**WE SAY RECEIVED**

**Authorised Signatory**  
**Promoter**