AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made and entered into at THANE, on this _____ day of _____ 2017, BY AND BETWEEEN M/S. SHIVAM DEVELOPERS, a partnership firm, constituted under the Indian Partnership Act, 1932, through its partners, 1) MR PREMJI VELJI PATEL, adult, Occ. Business, and 2) MR HANUMANT DATTATRAY JAGTAP, adult, Occ. Business, having its registered office at shops No.7 and 8, Patidar Complex, Kannamwar Nagar No.2, Vikhroli (East), MUMBAI - 400 083, hereinafter referred to as the '**PROMOTERS**', (which expression shall unless it be repugnant to the context or meaning thereof shall be mean and include its existing partners, last surviving partner/s, successors in title, executors, administrators and assigns) of the **ONE PART**;

AND

SHRI/SMT/MESSERS_____ _____, adult/s and residing at _____ _____ _____ , hereinafter referred to as the '**PURCHASER/S**', (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART**;

WHEREAS one SHRI IQBAL ABBAS VAREKAR and 24 others (hereinafter referred to as 'SAID ORIGINAL OWNERS'), were the owners, seized and possessed of and/or otherwise well and sufficiently entitled to immoveable property, being plot of land as per revenue records, bearing Survey No.42, Hissa No.1, admeasuring 0-16-2 (H-R-P), equivalent to 1620 sq.

meters, lying, being and situate at village Borivade, Taluka and District Thane and more particularly described in the FIRST SCHEDULE written hereunder (hereinafter referred to as ***"SAID PROPERTY"***);

AND WHEREAS the said original owners vide registered agreement dated 6/2/2006 granted the development rights in respect of the said property with ultimate intention and right to convey the said property to one M/S DARSHAN ENTERPRISES, a partnership firm of Thane, (hereinafter referred to as 'SAID FIRM') and/or to its nominee/s; which is registered in the office of S.R.O., Thane under Sr.No. TNN-5/747/2006 on 06/02/2006;

AND WHEREAS pursuant to the aforesaid agreement dated 6/2/2006, the said owners have also executed and registered an irrevocable power of attorney on the same day in favor of the said firm herein;

AND WHEREAS in pursuance of the aforesaid registered instruments, the said original owners have also handed over the vacant, peaceful, lawful and physical possession of the said property to the said firm;

AND WHEREAS in the aforesaid development agreement dated 6/2/2006; the said original owners have also empowered and authorized the said firm to assign the development rights of the said property to any third party of its choice;

AND WHEREAS in keeping the clause of the assignment of development rights, the said firm alongwith the confirmation of the said original owners by and under registered agreement dated 24/5/2007 granted the development rights of the said property to and in favor of the Promoters herein, which is registered in the office of S.R.O., Thane, under Sr.No.TNN-2/3954/2007;

AND WHEREAS as agreed in the said development agreement dated 24/5/2007, the said firm alongwith the said original owners have also executed and registered an irrevocable

power of attorney on 25/7/2007 to and in favor of the Promoters herein, thereby empowering and authorizing the Promoters herein to develop, deal with and/or dispose off the said property;

AND WHEREAS after obtainment of the development rights of the said property, as agreed between the parties hereto, the Promoters herein have requested the said firm and the said original owners to sell, transfer and/or convey the said property to and in favor of the Promoters herein;

AND WHEREAS after due deliberations and protracted negotiations, a Deed of Conveyance dated 9/6/2010, registered in the office of S.R.O., Thane under Sr.No.TNN-5/6348/2010 on 10/6/2010, has been executed by and between the said original owners (first part-vendors), the said firm (second part-confirming party) and the Promoters herein (third part-purchasers); the said original owners and the said firm absolutely sold, transferred and/or conveyed the said property to and in favor of the Promoters herein;

AND WHEREAS since then, the Promoters herein are in absolute and exclusive possession of the said property and are entitled to develop, deal with and/or dispose off the same;

AND WHEREAS the ”7 x 12” extract showing the name of the said Promoters is annexed herewith and marked as **ANNEXURE ‘A’**;

AND WHEREAS the Promoters have entered into a Standard Agreement as prescribed by the Council of Architects with ‘M/S AKRUTI CONSULTANTS’, an Architect duly registered with the Council of Architects for the Architectural Work concerning development of the said property;

AND WHEREAS the Promoters have appointed ‘M/S TECHLINE’ as the Structural Engineers for the preparation of structural designs and drawings of the building/s to be erected in the said property and the Promoter has accepted the professional supervision of the said Architect and

Structural Engineer till the completion of the development of the said property;

AND WHEREAS after obtainment of the possession of the said property, the Promoters herein have put the plans and specifications for the proposed development of the said property to the said Corporation and the said Corporation has sanctioned the same vide Permit No. V.P.No.S06/0049/2009/TMC/TDD/0412/09 dated 25/11/2009; (hereinafter referred to as the ***'SAID SANCTIONED PLANS' and 'SAID BUILDING PERMISSION'***);

AND WHEREAS after obtaining the sanction of plans from the Said Corporation, the Promoters on behalf of the said original owners, applied and obtained the N.A. Permission from the Collector of Thane, wide their order No._Revenue/Divn-1/NAP/SR-11/2010, dated : 30-03-2010; is annexed herewith as **ANNEXURE 'B'**;

AND WHEREAS after obtainment of the necessary permissions and sanctions from the said Corporation to the aforesaid plans and specifications, through the Architect, the said Corporation on date 28/04/2010, has issued the commencement certificate vide V.P. No. S06/0049/2009/TMC/TDD/0245/10;

AND WHEREAS subsequently the Promoters and M/S GURURAJ ENTERPRISES (the Owners/Developers of the adjoining property bearing S. No. 38/1), have jointly submitted 'the Revised Plans' showing the Joint Layout consisting Two Buildings (one residential building being developed by the Promoters and one commercial building to be developed by the said M/S Gururaj Enterprises); and the Said Thane Municipal Corporation has sanctioned the same and has issued **"the Revised Commencement certificate"** vide V.P. No. S06/0049/2009/TMC/TDD/**0691**/**12**, dated 16/10/2012;

AND WHEREAS the copy of the said "Revised Latest Commencement Certificate" is annexed hereto as **ANNEXURE 'C'**

AND WHEREAS the copy of the "Revised Sanctioned Typical Floor Plan" of the residential building bearing Building No **"A"**, to be known as "PRATHAMESH TOWER";

AND WHEREAS under the circumstances, the Promoter alone has the sole and exclusive rights to sell the flats and premises in the building to be constructed by the Promoter on the said property and to enter into agreements with the purchaser/s of the flats and premises and to receive the sale price or consideration in respect thereof;

AND WHEREAS Shrikant Oka, Advocate from Thane, by his Certificate of Title dated 30th January 2011 has certified that the title of the said previous owners to the said property and an authority of the Promoter, to develop the said property and to sell the flats and the premises therein to the prospective buyers. The copy of said Certificate of Title is annexed hereto and marked as **ANNEXURE 'D'**;

AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Society Act, 1960 (Maharashtra Act, 1976 the XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976, FLAT PURCHASER/S has made a declaration to the effect firstly that neither the PURCHASER nor the members of family (family as defined under the urban Land (Ceiling and Regulation) Act, 1976 of FLAT PURCHASER/S own tenement, house or building within the limits of Municipal Corporation of Thane.

i) The Project for construction of the said Building consists of flats is named and be known as **"PRATHAMESH TOWER**";

ii) The Purchaser/s has / have applied to the Promoters herein for allotment for him / her / them a premises being

Residential Flat No._____ admeasuring _____ Sq.Ft. (ie. _____ Sq.Mtrs.) (Carpet area) on _____ Floor of in Building No."A" in the project known as "**"PRATHAMESH TOWER**" (for short "**the said Premises/Flat**") forming part of Survey No.42, Hissa No.1, admeasuring 0-16-2 (H-R-P), equivalent to 1620 sq. meters, lying, being and situate at village Borivade, Taluka and District Thane.

iii) Relying upon the application as aforesaid and the agreement, the Promoters have agreed to allot to the Purchaser the said premises at or for the lump sum consideration of Rs._____/- (Rupees_____ _____ Only) and One car parking space at or for the aggregate consideration of Rs._____/- (Rupees _____ _____Only) (exclusive of payment of Service Tax, VAT, statutory levies including GST on being made applicable, various deposits, charges, advances, and any other taxes that may be applicable by any concerned authority) to allotted at the time of possession on the terms and conditions hereinafter appearing;

iv) The authenticated copy of the plan in respect of the said premises being flat/s/premises agreed to be allotted to the Purchaser herein and as sanctioned/approved by the Concerned Authority /TMC is hereto annexed and marked as **ANNEXURE "E"**.; (floor Plan)

v) The carpet area of the said premises/flats is _____Sq. Meters. "The Carpet area means the net usable floor area of a premises/flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises/flats for exclusive use of the Purchaser, but includes the area covered by the internal partition walls and columns of the premises/flats as defined under the said Act and the Rules".

vi) The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the

Council of Architect.

vii) The Promoters have now registered the Project as to their area / premises / flats / car parking spaces, etc., available for Sale the under the provisions of the Real Estate (Regulation & Development) Act, 2016 (for short "the said Act") with the Real Estate Regulatory Authority at _____under Serial/Registration No. _____, photocopy of which is annexed hereto and marked as **ANNEXURE "F";**

viii) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.

ix) 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;

x) Prior to the execution of this Agreement the Purchaser/s, after deducting the statutory deduction as TDS as per Section 194-IA of Income Tax Act 1961, has/have paid to the Promoters a sum of **Rs_____/- (Rupees _____ Only) being the earnest money/part payment** (since the construction work of the building No "A" is presently completed upto top slabs) for allotment of the said premises, agreed to be sold and allotted, by the Promoters to the Purchaser/s and Purchaser/s has/have agreed to pay to the Promoters the balance of the sale price / consideration in the manner, hereinafter appearing;

xi) Under Section 13 of the said Act, the Promoters herein are required to execute a written Agreement for Sale of the said premises/Flats with the Purchaser herein, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

xii) The Purchaser/s has/have demanded from the Promoters

and the Promoters have given to the Purchaser/s inspection of all the documents relating to the said Project i.e. development works including sanctioned plans, designs, specifications prepared by the Architect and other documents such as City Survey Records as are prescribed under the the said Act and the Rules made thereunder;

xiii) The parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon between them into writing, as follows.

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

1. The Promoters hereby declare and confirm that what is recited hereinabove with regard to the right, title and interest of the said Building, shall be treated as declaration/representation on their part and shall form an integral part of this Agreement.

2. The Promoters hereby represent and the Purchaser/s hereby confirm/s that the development as proposed is under a Layout Scheme and the Project, inter alia for construction of the said Building No. "A" to be known as "**PRATHAMESH TOWER**" presently consists of flats, on the said Property. The Promoters area entitled to the development potentiality for construction by utilization of not less then _____ Sq.Mts. (Built up area) exclusive of further benefit of Fungible FSI and Compensatory area in construction of the said building No. "A" on the said property.

3. As recited hereinabove the said Building presently consists of flats, comprising of stilt for residential parking and amenities / facilities + such other upper floors as may be permitted / approved by the Concerned Development Authority so as to use, utilize, consume and exploit the development potentiality of _____ Sq.Mts. (approximate) inclusive of the benefit of Fungible FSI / Compensatory area permitted / approved on payment of premium to be paid to the Concerned Authority / TMC.

The Promoters have obtained sanction of amended plans dated _____ for construction of the said building No. "A" consisting of flats which is as follows:

Building	**CONSISTING OF**
A	**Stilt + 18 Upper Floors.**

4. The Promoters subject to the provisions of the said Act and the Rules formed thereunder, reserve their right to construct further and other Additional floors in the said Building No. "A", as may be permitted and approved by the Concerned Authorities including TMC by availing all the development benefits and potentiality including the benefits of further additional construction by use of additional buildable area, Fungible FSI, Compensatory area etc.

5a. The Area of the said building No. "A" shall be as permitted and sanctioned by the Concerned Development Authorities with such modification/variation/amendments as may hereafter be permissible by the said Concerned Authorities. The Promoters shall be entitled to apply for and obtain revised C.C and all further sanction of plans, modifications, amendments, etc. in the sanctioned plans and other permissions, certificates, etc. for the additional construction from the Concerned Authorities including collector, TMC etc. The Purchaser shall not dispute or challenge the said rights reserved by them.

5b. The Promoters subject to the provisions of the said Act and the Rules formed thereunder are entitled to convert and change location as also user of the said Building No. "A" and/or premises therein from residential to commercial / semi-commercial / shops and/or vis-a-versa (except the premises as allotted to the Purchaser herein) and apply for and obtain and/or cause to be applied and obtain necessary sanctions, permissions etc. from the Concerned Authorities. The Purchaser, further gives his consent for change of location of any of the rooms in the said allotted Premises, i.e. shifting the position of the kitchen from the front to the back. The Purchaser/s shall not object or dispute to the aforesaid right of the Promoters for change of user.

5c. The Promoters hereby represent and the Purchaser/s hereby expressly confirm that the Promoters have irrevocable and unconditional rights, authorities, entitlements to increase or decrease area of the said Building No. "A" and/or to increase or decrease numbers of floors,

specification/designs thereof as also location by vertical and/or horizontal, the location of recreation ground as may be permitted/approved by the Concerned Development Authority from time to time till the entire layout scheme and the project is completed in all respect provided no changes shall be made in the plans of the premises allotted to the Purchaser/s herein without prior written consent of the Purchaser/s.

6. The Project shall be known as "**PRATHAMESH TOWER**", however the Promoters shall be entitled to describe and designate the wings or any one or more of them with such name/s as the Promoters may deem fit but and proper.

7. As per the permissions, approvals, so far issued the development potentiality available for construction of the said Building No. "A" is presently _____ **Sq.Mts.** excluding benefit of Fungible FSI and Compensatory area to be construction of said Building N. "A" admeasuring _____ **Sq.Mts**. described in Schedule hereunder written in the form of residential premises.

8. The presently sanctioned plan is tentative and Promoters shall be entitled to make such changes and modifications herein as they may desire and deem fit and proper, so as to use, utilize, consume and exploit the full benefits of development potentiality including by use of additional buildable area, Fungible FSI/compensatory area of the said Building No. "A" till completion of the Project as presently proposed and which may hereafter be permitted. The Purchaser/s hereby confirms shall not object dispute or create any hindrance during the course of development of the said project in the total layout scheme/plan and no further consent, confirmation or otherwise is required to be taken or obtained from the Purchaser/s provided no changes shall be made in the plans of the premises allotted to the Purchaser/s herein without prior written consent of the Purchaser/s.

9. The Promoters hereby represent that as contemplated in the Revised C.C dated 16th October, 2012 so far issued and on necessary representation being made, the same will be revised/modified or amended by the Concerned Authorities so as to get the maximum potentiality available for the said Building No. "A" as also to avail the benefit of grant of TDR/FSI due to planning constrained on being

created/generated and to deal with, dispose of and/or sale, transfer the same in favor of the Indenting Purchaser in open market on such terms and conditions as they may desire.

10. The Promoters hereby represent and the Purchaser/s hereby expressly confirm that the premises agreed to be allotted under these presents is one of the premises available for sale to the Promoters and/or the premises presently not permitted for Sale/ allotment till payment of the concerned installment as consideration to the Promoters.

11a. The Purchaser hereby agrees to purchase and acquire from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser on "**ownership basis**" a premises / Flat bearing No. _____ admeasuring _____ Sq.Ft. i.e. _____ Sq.Mts. (Carpet area as defined above) on the _____ Floor of the said building No. "A" in the Project known as "**PRATHAMESH TOWER**" forming part of land bearing Survey No.42, Hissa No.1, admeasuring 0-16-2 (H-R-P), equivalent to 1620 sq. meters, lying, being and situate at village Borivade, Taluka and District Thane as shown in red colour boundary line in typical floor plan thereof hereto annexed as **Annexure "E"** (hereinafter referred to as "the said Premises") for the consideration of Rs. _____/- (Rupees_____ Only)

11b. The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser Car Parking Space being / to be constructed in the layout for the consideration of Rs. _____/- (Rupees ..... Only) to be allotted / earmarked at the time of possession.

12. The total aggregate consideration amount for the premises including Car Parking Space is thus Rs. _____/- and shall be paid by the Purchaser to the Promoters subject to statutory deduction of 1% TDS.

13. The Purchaser has paid on or before execution of these Agreement a sum of Rs. _____/- /an aggregate sum of Rs. _____/- being ___% of the total consideration (as the construction upto top slabs have been already completed) and hereby agreed to pay to the Promoters

the balance amount of Rs. _____/- as per the Schedule of payment being **Annexure "G"** hereto.

14. The Promoters hereby represent that as certified by their Architect, the Promoters have completed the construction work up to _____ slab as on date and process of other works of floors is under progress. Accordingly, the Promoters are entitled to _____% of the total consideration in terms of the provision of Act and the Rules.

15. The Purchaser hereby confirms that, in the event, if the Promoters have completed the work specified at Item / Serial Nos. 13 to 14 set out in the Payment Schedule being Annexure "**G**" hereto, he/she/they shall immediately on being called upon and required by the Promoters, pay the amount payable against completion of such work, pending the payment upto Item/Serial No. 15 payable on progress of completion of the slabs of the building No. "A".

16. The Purchaser in addition to the aforesaid consideration and other charges, deposits, etc. shall bear, pay, discharge and deposits all other statutory levies, Taxes, VAT, LBT, GST, Service Taxes and any other tax applicable and payable to the Concerned Authorities. If, however, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any tax as a sale, service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction and/or in connection with the construction of and carrying out the project are liable to tax upto the date of handing over the possession of the premises/flat, the same shall be exclusively payable by the Purchaser along with other Purchaser on demand at any time and the Promoters shall not be held liable or responsible.

17. 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 Promoters undertake and agree that while raising a demand on the

Purchaser for increase in development charges, costs or levies imposed by the competent authorities etc., the Owners / Promoters 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 Allotters / Purchaser, which shall only be applicable on subsequent payments.

18. The Purchaser hereby agrees and undertakes that within stipulated and statutory period from the date of payment of each of the installments he/she/they shall issue in the name of the Promoters certificate of deduction of the amount of the TDS so deducted.

19. It is agreed and understood that while granting further permissions, sanctions, modification, amendments, etc. in the sanctioned plans and specifications including for construction of the Building No. "A" and/or its Floors/additional floor/s, if the concerned development authority TMC require the Developers to change the location and/or Floor/s of the Refuge area, then in such event the Promoter shall be entitled to make, submit apply and obtain such requisite amendment, modification etc. in the sanctioned plans and if the premises agreed to be provided, allotted under these presents and required to be shifted upward or downward floor of the floor of the building No. "A", then the Purchaser hereby consents to the same and agree to accept and receive the premises so agreed to be provided on upward or downward floor of the floor in which the premises is agreed to be allotted provided the area, layout, dimensions of the premises and amenities shall remain unchanged., provided such re-allotment shall not be on the Top Floor of the Building No. "A" in which said premises is situated The Purchaser shall not claim any reduction / concession in the purchase price as fixed above.

20. The fittings and amenities to be provided in the premises, Building No. "A" and the land are those as set out in **Annexure "H"** hereto.

21. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments as mutually decided for the period by which the respective installment has been preponed. The provision for allowing rebate and such

rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Promoters.

22. The area of the premises may change as a result of physical variation due to tiling, ledges, plasters and skirting or any elevation and other constraints. The Promoters shall confirm the final carpet area of the premises/flat that has been allotted to the Purchaser after the construction of the building is complete and the Occupancy Certificate is granted by the Competent Authority TMC by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser within 45 (forty five) days with annual interest at the rate specified herein above, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoters 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 33 of this Agreement.

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

24a. In view of the application of the provisions of the said Act and the Rules framed thereunder the Promoters shall open a Designated Account with _____Bank, _____Branch under Account No. _____ (for short "**the Designated Account**"). The Promoters then depending upon the progress of the construction work and as may be certified by the Architect and other personnel shall immediately transfer to the said Designated Account. The Promoters shall be entitled to withdraw from the said Designated Account such amount(s) from time to time as may be certified by their personnel in accordance with the provisions of the said Act and the Rules framed thereunder.

24b. Further, it is understood that the Purchaser(s), financiers of the said stated flat shall issue cheques / pay-orders / etc. favouring the Designated Account or deposit vide RTGS / NEFT / remittance the said Flat's consideration only into the above stated Designated Account.

25a. In the event, the Purchaser/s being desirous of obtaining/availing housing finance loan from any banker or financial institution so as to purchase the said premises under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written consent from the Promoters and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so.

25b. It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Promoters of having his/her/their obtaining sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the amount of installment on being claimed and demanded by the Promoters from such housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone in such manner as the Developers may direct and require. Such disbursement / payment shall be made by the bankers / financial institution by Cheque (crossed/Account Payee)/Pay Order/RTGS directly in the name of the Promoters and payable to their Account and shall be handed over personally to the Promoters. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser herein shall not bind the Promoters as having received such housing finance on behalf of the Purchaser/s.

25c. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. Subject however to the terms of these presents. The Promoters shall not be called upon or required to sign or execute any further or other writings, confirmation, declaration or otherwise. The Promoters on being required by the Purchaser shall give their

NOC Promoters of loan amount in the manner as the Promoters may direct.

25d. It is further agreed and understood that irrespective of the fact whether the Purchaser/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration/installment and/or interest payable by the Purchaser/s to the Promoters under these presents for any reason or cause whatsoever, the Purchaser/s alone shall personally be liable or responsible to pay the amount of installment/s with interest (if so delayed in payment of the installment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay such amount/s so due and payable to the Promoters from his/her/their own source of income. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser and/or his/her/their Banker/Financial Institution the Purchaser personally shall be liable to pay such amount of interest as the Promoters are entitled to as also subjected to cancellation of the allotment and termination of this agreement (registered / unregistered) and as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters / Developer. It is however clarified that, on the Promoters cancelling the allotment of the premises and termination of this Agreement, the Promoters after deducting 10% of the consideration for sale / allotment of premises plus any other cost incurred by the Promoter, shall first offer the return of the balance of the refund amount to the bankers / financial institutions who had disbursed the amount from the sanctioned limit and refund the same to such bankers / financial institutions against return of the Original of this Agreement duly cancelled and against execution and registration of necessary writing / documents and the balance, if any, of such refund shall be refunded to the Purchaser(s). It is expressly agreed and understood by

the Purchaser that due to force majeure events as contemplated hereinafter, in the event if the Promoters are unable to hand over possession of the premises within the stipulated period (which is being tentative), the Purchaser shall not claim any interest or compensation on the ground that he/she/they being subjected to pay interest to his/her/their Banker / Financial Institution as the Banker / Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

25e. The transaction under these presents is for allotment of said premises to the Purchaser/s in the said Building No. "A" to be constructed by the Promoters on the said property.

26. The consideration fixed under these presents is exclusive of payment of statutory and other charges development/infrastructure charges, or levies such as Service Taxes, VAT, levies including GST and any other applicable taxes under all the concerned Revenue and by any authority or authorities of Government (State and/or Central) or Semi Government. The Purchaser/s alone shall in addition to the aforesaid consideration, shall pay and/or reimburse to the Promoters all such statutory, levies and charges including Service Tax, VAT, including GST, service charges betterment / development / infrastructure charges, any other Taxes payable under the Concerned Statutes so levied and/or being levied by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same. In an event where purchaser fails / delays / defaults the payment of above mentioned taxes/charges to the concerned authorities or fails to reimburse the Promoters all such statutory, levies and charges including Service Taxes, VAT, including but not limited to GST, service charges betterment / development / infrastructure charges, other Taxes paid on behalf of Purchaser by the Promoters, purchaser alone would be liable and payback to Promoters or concerned authority all the penalties and interest accrued due to failure/delay/default made on payment of such taxes/charges. In an event where purchaser further defaults in payment of such interest and penalty to Promoters or concerned authority, the purchaser would be alone liable for the same.

27. The Purchaser hereby confirms that prior to execution of these presents and payment of the earnest money / deposit / advance payment, the Promoters have kept informed and furnished to the Purchaser various particulars specifications, presently sanctioned plans, approvals by the local authorities and as required under law as applicable which includes the extent of carpet area of the premises, the extent of utility areas, the tentative aggregate area of garden/recreation ground, limited common areas and facilities, description of common areas, amenities and facilities of the layout, plans and specification of the premises presently approved by the concerned authorities including in respect of construction of the contravening toilets, percentage of undivided interest in the limited common areas and facilities of the Building No. "A", pertaining to the premises agreed to be allotted under these presents, the nature of title being the land belonging to Government of Maharashtra / Collector of Thane and authority to carry out development under the provisions of D.C. Regulations, the terms of IOD and Commencement Certificate presently issued as also the nature of Organization to be constituted of the Purchaser/s of various premises from the Promoters in the building and other particulars / information with regard to the development undertaken by the Promoters. The Purchaser hereby agrees and undertakes that he/she/they shall not dispute raise any claims / damages against the Promoters / Developers and/or any Competent Authority or its staffs or challenge the compliances of the aforesaid obligations of the Promoters as to various disclosures and particulars including disclosure of contravening toilets.

28. The Purchaser/s hereby agree/s that in the event of any amount being levied by way of premium and/or deposit and/or charges and/or penalty rent/lease rent, etc. or any such other amount/s and/or other wise in any manner, if any amount is/are payable to the Municipal Corporation and/or State Government, Collector of Thane and/or to the Power supplier, water supplier and/or any others, towards amenities, facilities, services, and/or any other Authority whether by way of premium, betterment charges and/or development tax and/or security deposit and/or any other amounts, charges in respect of the development/construction,

sale, allotment of premises on transfer/acquisition of title of the property, as also for the purposes of giving water connection, drainage connection, electricity connection, and/or taxes and/or payments of similar nature including Service Tax provision and/or VAT, GST that may become applicable to the above transaction and consequences/resulting thereto shall be paid by the Purchaser's to the Promoters in proportion to the area of the said premises and in determining such amount, the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s. It is agreed that the infrastructure/betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains electric cables, electric substation (if any) and road access to the said property, drainage layout and all other amenities, facilities and services in the said building No. "A" till the charges of the said building/property is handed over to the Organization of all the Purchaser.

29. The Purchaser/s hereby expressly declare and confirm that he/she /they has/have been disclosed by the Promoters various terms, conditions, stipulations, etc. under recited hereinabove, permissions, orders, approvals, sanctions/NOC so far granted by various Concerned Authorities as recited/stated hereinabove. The Purchaser/s independently as also jointly with the Purchaser/s of other premises in the said Building No. "A", on taking possession of their respective premises, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC. The Purchaser/s shall not object, dispute or challenge to all such terms and conditions as aforesaid.

30. The Purchaser has accepted the title of the Promoters as disclosed in the Certificate of Title issued by their Advocate being and the Report on Title of the Promoters issued by their Advocates.

31. Subject to what is contemplated in the documents, referred therein and under these presents and subject to force majeure as set out hereinafter, the Promoters shall offer

possession of the said premises to the Purchaser/s on or about 31st March, 2018.

32. Subject to the events of the force majeure as contemplated hereafter, the time is essence for the Promoters as well as the Purchaser. The Promoters, subject to the events of force majeure as defined hereafter shall abide by the time schedule for completing the project and handing over the Premises/Flats to the end the common areas to the Organization / Society of the Purchaser after receiving the Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 11a & 11b hereinabove (Payment Plan).

33. If the Promoters fails to abide by the time schedule (subject to events of force majeure) for completing the construction of building and handing over the premises/flats to the Purchaser, the Promoters agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over the possession. The Purchaser agrees to pay to the Promoters, interest as specified herein (ie.12%) on all the delayed payment which become due and payable by amount is payable by the Purchaser to the Promoters.

34a. Without prejudice to the right of the Promoters to charge interest in terms of clause 33 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters 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 Promoters shall at their own option, may terminate this Agreement:

34b. Provided that, the Promoters shall give notice of fifteen days in writing to the Purchaser by Registered Post AD / Courier with acknowledgment receipt at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, if required, of his/her/their intention to terminate this Agreement and of the specific breach or

breaches of terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Agreement shall stand terminated without any further intimation to the Purchaser and the Promoters shall then be entitled to deal with the premises in favour of their Intending Purchaser without recourse to the Purchaser herein.

34c. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser his/her/their banker, if housing loan is so availed, (subject to adjustment and recovery of any agreed liquidated damages (ie.10% of the total consideration) or any other amount which may be payable to the Promoters / Developers) within a period of thirty days of the termination, the installments of sale consideration of the premises/flats which may till then have been paid by the Purchaser to the Promoters. Return of the aforesaid amount by cheque / payorder or such other mode, shall be full discharge of the obligations of the Promoters under the applicable laws / rules made thereunder, notwithstanding the Purchaser his/her/their banker accept / encash such cheque / payorder or other form of payment. No further, the documents, deed or writing is required to be executed by the Promoters. In the event, the Purchaser(s) has availed the housing loan then the aforesaid refund shall be made directly to such bankers against return of original documents duly cancelled and with no claim certificate being issued to the Promoters.

35a. If the Purchaser makes delay in payment, he/she will be charged with the same rate of interest as the Purchaser is entitled in the event of termination of the Agreement and as contemplated in clause 33 above. Such interest shall be paid by the Purchaser(s) from due date of the installments so defaulted/delayed till actual encashment of the cheque given by the Purchaser or the amount being transferred by way of RTGS or by any other mode in favor of the Promoters.

35b. Further, if the Purchaser delays the payments of any / all outstandings beyond the time stated in the demand letters raised by the Promoter on 2 consecutive instances, then the Promoter / Developer shall have the right to refund all the

monies received from the Purchaser(s) towards the booking of the said flat with interest @10% and have complete right to go ahead with the cancellation process of this Sale Agreement and further allot this said Flat to any person the Promoter / Developer deem fit.

35c. PROVIDED that the Promoters shall be entitled to reasonable extension of time to offer possession of said premises on the aforesaid date if the completion of Building No. "A" in which the said premises is agreed to be allotted, is delayed on account of: -

i) non-availability of steel, cement, other building material water or electric supply.
ii) War, civil commotion or act of God.
iii) any notice, Order rule, notification of the Government and/or for other public or Competent Authority.
iv) due to any order, injunction or stay if granted by any Court of Law or Concerned Authorities.
v) due to any delay in issuance of any permissions/sanctions, certificates, NOC, etc. by the Concerned Authorities including of TMC and other Concerned Authorities.
vi) due to introduction of any housing policy and/or Development Control Rules being amended, modified etc. by which the Promoters are prevented or prohibited from continuation with the development as per the present sanction of plans, permissions, etc.
vii) due to any directions, notice, circular or otherwise from the Concerned Authorities, Collector of Thane, etc.

35d. PROVIDED further that before expiry of the period to offer possession of the premises, subject to force major as above, if the Promoters after complying with all the formalities for grant of Occupation Certificate and has obtained letter from the Architect to that effect have already made an application for issuance of O.C. to the TMC, in respect of the Building No. "A" in which the said premises is allotted under these presents, then the period for issuance of such O.C. shall not be treated as delay in offering possession of the premises to the Purchaser.

36. **PROCEDURE FOR TAKING POSSESSION:**

The Promoters, upon obtaining the Occupancy Certificate /

Part Occupation Certificate upto the floor on which the premises is allotted to the Allottee/Purchaser under these presents, as the case may be from the Competent Authority, shall offer in writing the possession of the premises to the Allottee/Purchaser in terms of this Agreement to be taken within 60 (Sixty) days from the date of issue of such notice and the Promoters shall give possession of the premises to the Allottee/Purchaser. The Purchaser/Allotee agrees and undertake to indemnify the Promoters in case of failure or fulfillment of any of the provisions, formalities, documentation on part of the Purchasers. The Allottee/Purchaser shall pay the taxes, outstandings, maintenance charges, etc. as determined by the Promoters / Association of Allottees / Purchaser, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee / Purchaser in writing within 7 days of receiving the Occupancy Certificate of the building or Part Occupancy Certificate upto the floor on which the premises is allotted to the Allottee / Purchaser under these presents.

37. **Failure of Allottees/Purchaser to take possession of Premises/Flat:**

Upon receiving a written intimation from the Promoters as per clause 38 above, the Allottee/Purchaser on clearing of all his/her/their dues / outstanding inclusive of taxes, shall take possession of the premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the premises to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 38, such Allottee/Purchaser shall continue to be liable to pay maintenance charges, taxes, outgoings, etc., as applicable.

38. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Allottee / Purchaser as follows:

(i) The Promoters subject to what is stated hereinabove have absolute, clear and marketable title with respect to their right of development and to carry out development upon the said Land and absolute, actual,

physical and legal possession of the said Land for the Project;

(ii) The Promoters have the lawful rights and requisite approvals so far obtained from the Competent Authorities to carry out development of the Project;

(iii) Save as what is stated hereinabove under these presents, there are no other encumbrances effecting the said Project;

(iv) Presently there are no litigations pending before any Court of Law with respect to the said Land, Project or the premises;

(v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Property and premises are, to their best knowledge so far valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building, premises ;

(vi) The Promoters have not entered into any Agreement for Transfer / Assignment and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to said Property, including the Project and the said premises/flat which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;

(vii) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said premises/flat to the Allottee / Purchaser in the manner contemplated in this Agreement;

(viii) At the time of execution of vesting document the Promoters shall handover/cause to handover lawful, vacant, peaceful, physical possession of the common areas to the Association/Society of the Allottee/Purchaser;

(ix) The land is not the subject matter of any claim by HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule property;

(x) The Promoters have so far duly paid and shall continue to pay and discharge all 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 so far been received by or served upon the Promoters in respect of the said Property and/or Project/premises.

39. That if within the statutory period under the said Act from the date of handing over the written notice for possession if the Purchaser/s bring to the notice of the Promoters any structural defect in the said premises or the Building in which the said premises is situated or any defect on account of workmanship, quality or provision of service then, wherever possible during the aforesaid period, such defects shall be rectified by the Promoters at their cost, subject however, that the Purchaser/s herein and Occupiers/Purchaser of other premises in the Building is/are not guilty of any act of omission or commission and has/have fully performed and complied with his/her/ their/its part of the obligations and covenants contained under these presents in respect of the premises and the Building and in case it is not possible to rectify such defects then the Allottee / Purchaser shall be entitled to receive from the Promoters, compensation for such defects in the manner as provided under the Act.

40. The Purchaser/s shall check up all the fittings in the said premises before taking possession thereof. Thereafter, the Purchaser/s shall have no claim against the Promoters in respect of any item or work in the said premises or in the said Building which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this Agreement and/or otherwise howsoever in relation thereto.

41. Upon possession of the said premises being delivered to the Purchaser, he/she/they shall be entitled to the use and occupation of the said premises only for the purposes as permitted in law/sanctioned.

42. The Purchaser agrees and binds himself/herself/themselves to pay regularly every month, by the 5th of each month to the Promoters until the vesting documents of the said property is executed in favour of the Co-operative Society/Organization on being formed and registered and thereafter to the aforesaid Co-operative Society/Organization the proportionate share that may be decided by Promoters or the Co-operative Society/Organization as the case may be, for (a), Insurance Premium, (b) all Municipal and other taxes that may be from time to time be levied against the said property and/or building No. "A" including water taxes and water charges, (c) outgoings for the maintenance and management of the estate and the amenities, lifts, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts incurred in connection with the said property and all common amenities and facilities under the layout. The Purchaser shall keep deposited with the Promoters, before taking possession of the said premises a sum of **Rs._____/- (Rupees _____ Only)** as deposit towards outgoings.

43. The Purchaser shall also pay and keep deposited with the Promoters the following amounts which is as follows :

No.	**Amount (in Rupees)**	**Description**
a.	_____/-	towards entrance fees as well as share application money
b.	_____/-	towards legal and other Professional charges
c.	_____/-	towards Electric procurement, meter's deposit, cable connection charges, share of substation/Transformer charges
d.	_____/-	Water meter charges
e.	_____/-	towards development charges / infrastructure charges
f.	_____/-	MS-grill Charges
f.	_____/-	towards formation and registration of an Organization/Society
g.	_____/-	as security deposit for proportionate share of maintenance and other outgoings

44. The aforesaid amounts shall not carry any interest and will be used for the concerned & alleged purposes. The

balance towards advance maintenance charges, if any, shall remain with the Promoters until the vesting documents is executed in favour of a Co-operative Society / Organization on being as aforesaid and on such documents being executed, the aforesaid or balance maintenance charges (less all deductions and adjustment as may have been deducted or adjusted by the Promoters for which no accounts will be claimed) shall be paid over / transferred to the Co-operative Society / Organization as the case may be.

45. The Promoters shall utilize the amounts of various charges, paid by the Purchaser to the Promoters for meeting all costs, charges, and expenses including of professional costs of the Promoters Professionals in connection with development as also of with preparation of various documents, agreements etc. and formation of the said Association/Society, preparing Professionals its rules, regulations and bye-laws and the cost of preparing and engrossing the vesting documents.

46. The fittings and amenities are as set out in the Annexure "___" hereto. The Purchaser shall not claim any extra or additional amenities or facilities from the Promoters. The Purchaser has satisfied himself/herself /themselves about the design of the said premises and also about the specifications and amenities to be provided therein. Certain extra amenities and facilities as set out in the said Annexure which are not otherwise required to be given, are agreed to be provided by the Promoters at their option and for any reason or cause if any one or more are not provided, the Purchaser herein and other Purchaser in the said Building shall not claim any right or equity against the Promoters.

47. The nature, extent and description of the "common area and facilities" and of the "limited common areas and facilities" shall be as under :

(a) ***Common areas and facilities***:

The land/portion of the land on which the project is developed and registered under the Act;

(b) ***Limited common areas and facilities***:

(i) The common terraces, parks, play areas, open parking areas and common storage spaces;

(ii) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

(iii) Installations of central service such as electricity, water and, system for water conservation and renewable energy;

(iv) the water tanks, motors, ducts and all apparatus connected with installations for common use;

(v) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

48. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise, sale or assignment in law of the land, hereditaments and premises or any part thereof or of the said building thereon or any part thereof. Nothing contained herein shall deprive the Promoters / Developers of their right to let out space for hoarding/advertisement from the compound and/or terrace of the building. It is expressly agreed that the Promoters / Developers shall be entitled to sell/allot or permitted to use to any person/s right to put up hoarding/advertising in the compound and on the terrace parapet walls of the building No. "A". The Promoters / Developers shall also be entitled to retain and let out terrace space above the top floor of the building for setting up cellular network and install antennae and related equipment and shelters entirely for the own benefit of the Promoters / Developers and the Purchaser shall not complain about the same.

49. The Purchaser/s shall use the said premises and every part thereof or permit the same to be used only for the purposes as sanctioned or as may be permissible in law. He/She/They shall use the car parking space, if so allotted/permitted by separate writing, in writing only for purpose of keeping or parking the Purchaser's own vehicle. The Promoters shall have full right, absolute authority and entitled to allot / permit / amend stilt/open car parking space not already allotted/permitted to such of the Purchaser/s of Promoters as the Promoters may deem fit and

the Purchaser/s herein shall not object or dispute to the same. The said parking(s) shall be accordingly amended in the final amendment plans. It is expressly agreed and understood that if the Purchaser/s has/have acquired and purchased Car Parking along with the premises under these presents from the Promoters, the Purchaser shall not be entitled to deal with disposing off the car parking if so allotted under these presents separately and/or independently in favour of any outsider who have not acquired the premises in the Building. The Promoters, even after formation/registration of Society and execution of vesting documents shall be entitled to retain with them the unallotted / unpermitted Car parking with a exclusive right to permit use and allot the same in future to such of the Allottees in the building No. "A" the project at their sole discretion.

50. Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said property, Building namely local taxes, betterment charges or such other levies by the Concern Local Authority TMC., Collector of Thane and/or Government Authorities towards water charges, property taxes, Lease, rent/premium, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of the said property and Building No. "A" to the Promoters. The Purchaser shall also be liable to pay to the Promoters his/her/their share for payment of development and infrastructure charges/deposits, etc. as may be demanded by the Promoters. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters.

51. In respect of the unsold flats/premises, if any, after the Promoters / Developers have obtained Occupation Certificate / Part Occupation Certificate from the Municipal Corporation of Thane, the Promoters / Developers shall reimburse only the Property Tax, if so, claimed and demanded by the Concerned Authorities of TMC, Collector including Assessment and

Collection Department in respect of the unsold premises and that the Promoters / Developers shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, any maintenance charges or for any other funds, deposits, etc. which the Society may claim from the Flat/premises Purchaser occupying their respective premises, under its Bye-Laws or Rules and Regulations.

52. The Promoters shall be entitled to enter into Agreements with other Purchaser(s) in respect of the other premises available to them for sale on such terms and conditions as the Promoters may deem fit or alter the terms and conditions of the Agreement already entered into by the Promoters with the other Purchaser(s) if any, without effectively prejudicing the rights of the Purchaser/s in the said premises under this Agreement.

53. The Promoters shall, if necessary, become the member of the Society in respect of their rights and benefits conferred herein including with regard to unsold Flats/Premises, unallotted Car Parking or otherwise. If the Promoters, deal with or transfer, assign and dispose of such premises or rights and benefits under the said Agreement, and/or permit use of & allot Parking at anytime to anybody, then, the respective assignee, transferee and/or the Purchaser/s thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser/s herein will not have any objection to admit such assignee, transferee and/or Purchaser/s as the member of the Society without any charges whatsoever. Till the Promoters deal with the unsold premises, and/or till the Promoters allot/permit use of any parking, they shall be entitled to use, occupy and/or permit their partners/ Agent/Authorized person/Licensees to temporarily use and occupy the same

54. The Purchaser(s) have to enable the Promoters to avail full development potentiality including by construction of further upper floors then as mentioned above from time to time till completion of the entire project with a full right and absolute authority to shift or change the location and floor/s of the Building to provide Refugee Area. No consent in writing or otherwise is required from the Purchaser and Purchaser(s)

of other premises in the Building unless required under the said Act and the Rules framed thereunder. The Purchaser hereby undertake that after the Promoters having handed over possession of the premises being subject matter of these presents, he/she/they shall not use or allow to use the refugee area in the Building which the Promoters are required to provide as per planning norms.

55. The Purchaser/s for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Promoters as follows:-

a) To maintain the said premises agreed to be sold under this Agreement at his/her/their own cost in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffered to be done anything in or to the Building No. "A" in the said premises is situated, staircase or any passage which may be against the Rules, Regulations or Bye Laws of Concerned Local or any other authority or change alter or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof;

b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said premises is situated or storing of which goods is objected to by the Concerned Local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the upper floors, staircases, common passage or any other structure of the Building No. "A" in which the premises is situated, including entrances of the Building No. "A" in which the said premises is situated and in case any damage is caused to the Building No. "A" on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser shall be liable for the consequence of the breach ;

c) To carry at his/her/their own cost all internal repairs to the said premises and maintain the said premises

in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or cause to be done anything in or to the Building in which the said premises is situate or the premises which may violate the Rules and Regulations and Bye-Laws of the concerned local authority including TMC or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other public authority;

d) Not to demolish or cause to be demolished any wall/portion of the said premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building No. “A” in which the said premises is situated and shall keep the portion, sewers, drains pipes in the Building premises and appurtenances thereto in good, tenable repair and condition and in particular, so as to support shelter and protect the other parts of the Building No. “A” in which the said premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the said premises without the prior written permission of the Promoters;

e) Not to 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 No.”A” in which the said premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance if so taken;

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the Building No. “A” in which the said premises is situated;

g) Pay to the Promoters or the Society on being formed and being handed over the management of the Building and the Plot within 7 days of demand by the Promoters his/her/their share of security deposit demanded by Concerned Local Authority, TMC Collector or Government for giving water, electricity or any other service or connections to the Building in which the said premises is situated;

h) To bear and pay in proportion increase in local taxes, water charges outgoings, and such other levies, if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user (though illegal or unauthorized) of the said premises by the Purchaser/s for any purposes other than for residential purpose or for any other purpose or reason whatsoever;

i) Not to let, sub-let, transfer, assign or part with possession his/her/their interest or benefit of this Agreement until all the dues and claims payable to the Promoters under this Agreement are fully paid and only if the Purchaser/s had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained prior consent in writing from the Promoters and conditions so required by fully complied with;

j) On being admitted as member/s shall observe and perform all the Rules and Regulations which the Society/ Organization on being formed and registered with such modifications that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the concerned local authority including TMC and of Government and other public bodies. On possession of the premises being handed over. The Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the said Society regarding the occupation and use of the premises in the

Building No. “A” and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement and as may be claimed by the Society;

k) Not to use any parking space, if so permitted to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;

l) To permit the Promoters and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the said Building No.”A” or any part thereof as also of the said premises agreed to be allotted under these presents to view and examine the state and condition thereof;

m) To maintain the internal walls, specification windows, amenities and other area of the premises as also the front elevation and the side and rear elevation of the said premises and other elevation and facilities, in the said form as the Promoters construct and not any time alter the said elevation/facilities in any manner whatsoever without the prior consent in writing, from the Promoters and also of the TMC;

n) Not to dry the clothes or hang any clothes on any of the windows of the said premises, but shall use the dry balcony and space for that purpose ;

o) Not to do or suffer to be done anything to the Building, entrance, lobbies, staircase etc. which may be against the Rules, Regulations and bye laws of the concerned Local and public bodies and/or which may be inconsistent with or in breach of the various permissions, sanctions etc. granted by the Concerned Authorities;

p) Not to encroach upon external and/or internal ducts, voids areas attached to the premises by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables etc.;

q) Not to affix or put any dish antenna, A.C. condenser units outside the premises, due to which likely

possibility to spoil the exterior elevation of the premises/building No. “A”. However, common dish antenna can be installed on the terrace of the building;

r) That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/qualified plumbers only to avoid any further maintenance problems in future;

s) Not to affix or put any grills outside the window as well as not to change material, color, holes, windows, chajjas, railing etc. due to which likely possibility to spoil the exterior elevation of the premises and building;

t) Not to put or keep plant pots, signboards and/or any object outside the windows;

u) In case of purchase of Shop/ premises/Commercial

i) not to keep any Articles, stores, goods, sign boards as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the premises and/or open space in compound of the building/property;

ii) not to use of the premises for hotel/dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the concerned authorities of TMC and State Govt.;

iii) to separately insure such premises;

iv) not to change the internal/external work including of doors, windows etc.;

v) not to dismantle the flooring nor to underlay such flooring of the premises;

56. All the deposits payable to the TMC, Electricity Board, Reliance Energy/Tata Power, Mahanagar Telephone Nigam towards water connection, electricity charges, drainage, telephone connection or of permanent deposits or any other charges to any Concerned Authority, including Collector of Thane, in respect of the said Building No. “A” wherein the

premises is situated which become payable shall be paid or reimbursed to the Promoters by the Purchaser/s.

57. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said Property and Building No. "A" or any part thereof. The Purchaser/s subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Promoters including of termination under these presents, shall have no claim save and except in respect of the said premises hereby agreed to be allotted and sold to him/her /them and all open spaces, car parking spaces, lobbies, staircases, terraces on the Building No. "A", recreation spaces etc. will remain the property of the Promoters until the said property and Building are handed over to the Society.

58. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s or shall the same in any manner prejudice the rights of the Promoters.

59. It is specifically and expressly agreed that in the event of the Promoters require to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building No. "A" to be constructed on the said property from Electricity Board or suppliers or any other Concerned Authorities either within the building No. "A" to be constructed thereon than in such event the Purchaser/s shall bear and pay the said outstanding charges deposits and expenses to be incurred paid or deposited with the said or to any other Concerned Authorities for the said purpose, proportionately as may be decided by the Promoters. The Promoters shall not be liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Electricity suppliers.

60. The Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development of the said property or otherwise and to

keep/offer their right of development as also the premises, Flats, etc. (Except for the Premises agreed to be sold to the Purchaser/s herein) in the building No. "A" to be constructed on the said property as security for repayment thereof and the Purchaser hereby confirm the same.

61. The Promoters shall in respect of any amount remaining unpaid by the Purchaser(s) under this Agreement will have first lien and charge on the said premises agreed to be purchased/acquired by the Purchaser(s).

62. It is expressly agreed and confirmed by the Purchaser/s that he/she /they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cess, maintenance charges and all other expenses, penalties, premium duties and outgoings payable in respect of the said premises agreed to be purchased by the Purchaser/s under this Agreement, from the date of Promoters intimates to the Purchaser/s to take possession of the said premises agreed to be purchased by the Purchaser/s. Such date of handing over the possession of the said premises will be intimated by the Promoters to the Purchaser at their address given in clause 78 herein by post under Certificate of Posting/Courier. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser/s take possession of the said premises agreed to be purchased by him/her/them under these presents on the date intimated by the Promoters as aforesaid or not, or whether the Promoters demand for the same or not, the Purchaser/s shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings, etc. of the said premises and the said Building. The decision of the Promoters as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser/s.

63. The Purchaser/s shall observe, perform and abide by all the terms AND also all the conditions and stipulations contained in various permissions, sanctions and approvals given/granted so far and/or to be granted hereafter by the Concerned Authorities including of Municipal Corporation of Thane/ Collector.

64. The Promoters have full right and absolute authority to carry out the development by appointment of Contractors, Turn-key Contractor with or without material and the Purchaser hereby confirm the subject to the terms of the allotment under these presents.

65. The Promoters are entitled and have every right to display/fix their brand name and logo on the Building No. "A" on terrace or at entrance gate or any part of the Plot, entrance as they may decide.

66. The Purchaser/s shall alone bear and pay Stamp duty, Registration charges, penalties and other costs, charges and expenses in respect of this Agreement. The Purchaser/s shall present and lodge this Agreement as well as other documents to be executed hereafter for registration before the Sub-Registrar of Assurances at Thane and within the time limit prescribed under the Registration Act. The Promoters shall attend such office and admit execution thereof after the Purchaser/s informs the Promoters the number under which this Agreement is and other documents are lodged for registration.

67. BINDING EFFECT:-

Forwarding this Agreement to the Allottee / Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/Purchaser fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the

Allottee/Purchaser without any interest or compensation whatsoever.

68. ENTIRE AGREEMENT :

This Agreement along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said [Apartment/Flat], as the case may be.

69. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the parties.

70. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / PURCHASER SUBSEQUENT ALLOTTEE / PURCHASER:

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

71. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser(s) has to make any payment, in common

with other Allottee/Purchaser(s) in project, the same shall be the proportion which the carpet area of the Premises / Flat bears to the total carpet area of all the Premises/Flat in the project.

73. FURTHER ASSURANCES :

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

74. PLACE OF EXECUTION :

The execution of this Agreement on being stamped under the provisions of Bombay Stamp Act shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/Purchaser and only after the Agreement is duly executed by the Allottee/Purchaser. On the execution these Agreement, the same shall be registered at the office of the Concerned Sub-Registrar.

75. DISPUTE RESOLUTION :

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

76. GOVERNING LAW:-

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts of Thane will have the jurisdiction for this Agreement.

77. JOINT ALLOTTEE/PURCHASER:-

That in case there are Joint Allottee(s) / Purchaser(s) all communications shall be sent by the Promoters to the Allottee(s) / Purchaser(s) whose name appears first and at the address given by him/her which shall for all intents and

purposes to consider as properly served on all the Allottee(s) / Purchaser(s).

78. All notices, intimations, letters, communications etc. to be served on or given to the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served by post / Under certificate of posting / Courier at his/her/their address as specified below :

……,

……,

……..

79. The Permanent Account Numbers of the parties hereto are as follows :

PROMOTERS **PAN NO**.

M/S. SHIVAM DEVELOPERS

PURCHASER

…… **……**

…… **……**

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands into this writing on the day and the year first hereinabove written :

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground, being non-agricultural plot of land as per revenue records, bearing bearing Survey No.42, Hissa No.1, admeasuring 0-16-2 (H-R-P), equivalent to 1620 sq. meters, lying, being and situate at village Borivade, Taluka and District Thane, within the limits of thane Municipal corporation and registration and Sub-District Thane and demarcated by its boundaries as under:

SIGNED, SEALED AND DELIVERED
by the within named "PROMOTERS"
M/s. Shivam Developers
through its Partners
1.) Shri. Premji Velji Patel
2.) Shri. Hanumant Dattatray Jagtap

in the presence of ……

SIGNED AND DELIVERED

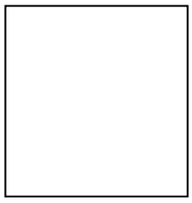
1.) Mrs. .....

by the within named “PURCHASER/S”

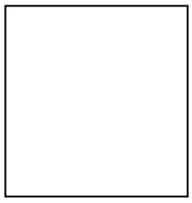
in the presence of .....

WITNESS:

1.



2.



RECEIPT

RECEIVED of and from the PURCHASER/S ..... a sum of Rs. ...../- (Rupees ..... Only) hereinabove by cheque / Pay order / RTGS / NEFT as follows :

Sr.No	Date	Chq No.	Name of the Bank	Branch	Amount (in Rupees)
1.					
2.					
3.					
4.					
				Total	

WE SAY RECEIVED

for M/s. SHIVAM DEVELOPERS ,

Partner

****

DATED THIS DAY OF , 2017

****

M/s. SHIVAM DEVELOPERS

....PROMOTERS

AND

.....

...PURCHASER/S

AGREEMENT FOR SALE

ANNEXURES

Annexure	Description
A	7/12 of property
B	N. A.
C	Commencement Certificate (CC)
D	Title Certificate issued by Advocate,
E	Floor Plans
F	RERA Regn. Certificate / No
G	Payment Schedule
H	List of Amenities
I	Payment Schedule

ANNEXURE - I

PAYMENT SCHEDULE

No.	PARTICULAR	Percentage
1	EARNEST PAYMENT	15%
2	ON PLINTH	15%
3	ON CASTING 1st SLAB	10 %
4	ON CASTING 2nd SLAB	10 %
5	ON CASTING 4th SLAB	5 %
6	ON CASTING 6th SLAB	5 %
7	ON CASTING 8th SLAB	5 %
8	ON CASTING 10th SLAB	5 %
9	ON CASTING 12th SLAB	5 %
10	ON CASTING 14th SLAB	5 %
11	ON CASTING 16th SLAB	4 %
12	ON CASTING 18th SLAB	4 %
13	ON CASTING Top SLAB	3 %
14	ON COMPLETION OF BRICK WORK	3 %
15	ON COMPLETION OF PLASTER OF	3 %
16	ON COMPLETION OF PAVING AREA OF THE BUILDING	3 %
	TOTAL	**100.00%**