

S-1091 - Flat Sale RERA

Ward No. _____
 Village Kalyan
 Flat _____ sq.mt. carpet
 Market Value Rs. _____
 Actual Value Rs. _____

AGREEMENT FOR SALE

THIS AGREEMENT made at **KALYAN**

ON THIS ____ DAY OF _____, **201**__

B E T W E E N

M/s. **Honest Infra**, a registered partnership firm, having its office at 214, Sai Vihar, Sai Park, Shivaji Path, Kalyan (W), District Thane, through its partner Shri **Asif A Zojwalla**, hereinafter called and referred to as the "**Promoters**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners constituting the said firm, their heirs, executors, administrators and assigns) being the Party of the First Part:

A N D

Shr./Shrimati/Mr./Mrs. _____

aged about _____ years, occupation _____ residing at _____

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the Party of the Second Part;

WHEREAS Shri Gautam Udaykumar Divadkar, Sau. Shilpa Ajay Varde (Nee Shilpa Udaykumar Divadkar) and Sau. Sharmila Vinay Telang (Nee Sharmila Udaykumar Divadkar) being joint owners are collectively, well and sufficiently entitled to and/or seized and possessed of all those pieces or parcels of land situate, lying and being at Shivaji Chowk, Agra Road, Kalyan, together with the building and structures standing thereon, within the City Limit of Kalyan-Dombivli Municipal Corporation bearing CTS No. 2878-A (i.e. CTS Number comprising of the earlier City Survey Nos. 2878, 2879, 2880, 2881, 2882 and 2911) totally admeasuring 4960 sq. mtrs. as per the latest property register card issued by the City Survey Authority along with the two structures standing thereon known as Sadashiv Niwas and New Divadkar Building consisting of ground+ two upper floors and ground + one upper floor respectively, the said structures are assessed by the Kalyan Dombivli Municipal Corporation under House No. 122 House No. 128, property No. C01000442700 and C01000443200 hereinafter called and referred to as the "**Entire Property**" & delineated by letters **ABCFGNMLKJIHEDA** in the attached site plan, more particularly described in the **First Schedule** herein underwritten and the tenements in the said structures are occupied by 21 tenants and the Shri Gautam U. Divadkar is also in use, occupation and possession of certain premises, structures and

dwellings units therein and certain premises are vacant and all the Owners are well and sufficiently entitled to the same;

WHEREAS the said Owners interse as per the mutual understanding reached amongst themselves decided to get the entire property developed and have formulated, projected and depicted a scheme of construction which interalia envisaged the construction of :

- i) **Building No. 1** consisting of basement, ground and one upper floor being a commercial building to be situated on the portion of land admeasuring **1281** sq. meters along with the open marginal spaces, right of ingress and egress and all other tangible and intangible benefits of the entire property for the effectual and beneficial enjoyment of the said property and every part thereof and as shown on the plan annexed hereto by **yellow** colour and delineated by letters **ABCD** hereinafter called and referred to as the "**Retained Property**" more particularly described in the **Second Schedule**, the said building shall have the use, utilisation and potentiality of floor space index to the minimum extent of **1063.65** sq. meters and further the benefits of increases in floor space index and transferable development rights as may be permitted by the Kalyan Dombivli Municipal Corporation from time to time and as envisaged in the Development Control Rules and the same is hereinafter called and referred to as the Retained Portion by Shri Gautam U. Divadkar of the Owners and more particularly described in the Second Schedule hereunder written.
- ii) **Building No. 2** consisting of stilt plus 17 upper floors as shown on the plan annexed hereto comprising of stilt, podium level – 1, podium level – 2, podium level – 3, fourth floor to seventeenth floor with a proposed additional floor on the eighteenth floor on revised sanction and grant of floor space index and / or transferable development rights based on the policy of recreation ground / spaces, being residential building to be constructed on the portion of land admeasuring **1240.50** sq. meters shown on the plan annexed hereto by **pink** colour and delineated by letters **DCFED** along with the open marginal spaces, right of ingress and egress and all other tangible and intangible benefits of the entire property for the effectual and beneficial enjoyment of the said building and every part thereof as shown by **black checkered lines** as shown in yellow colour in the retained property by Gautam U Divadkar and also along with recreational garden spaces as shown on the plan annexed hereto by **green dots** admeasuring **459.00** sq. metres delineated by letters **EFGHE** thus totally admeasuring **1699.50** sq.

meters i.e. shown by letters **DCFGHED** hereinafter called and referred to as the "Said Property" and more particularly described in the Third Schedule, the said building shall have the use, utilisation and potentiality of floor space index and transferable development rights, staircase floor space index to the maximum extent of **3713.00** sq. metres proposed to be sanctioned by the Kalyan Dombivli Municipal Corporation which will interalia include the basic floor space index as well as transferable development rights, staircase floor space index and other permitted increases therein based on the revision in policy of grant of transferable development rights and other permitted increases on the recreation ground / spaces by the Kalyan Dombivli Municipal Corporation as per the prevailing Development Control Rules till casting of seventeenth slab of the said Building No.2 and more particularly described in the **Third Schedule** hereunder written.

- iii) Area affected after the proposed shifting of Garden reservation admeasuring **1850** sq. meters delineated by letters **HGNMLJIH** as well as land affected by Road Reservation admeasuring **129** sq. meters delineated by letters **LKJL** as shown on the plan annexed hereto by **Green** colour and hatched lines in green colour respectively thereon collectively delineated by letters **HGNMLKJIH** and more particularly described in the **Fourth Schedule** hereunder written.

THAT the parties for the sake of good order and record have annexed the Proforma -1 being the Area Statement depicting the present availability of floor space index on the building No. 1 and building No. 2 along as sanctioned by the Kalyan Dombivli Municipal Corporation and have also further annexed the proposed plan of availing and consuming the additional floor being the eighteenth floor on the said property for having the maximum use and utilization of the potentiality of floor space index, transferable development rights, staircase floor space index and permitted increases therein and the parties hereto on all grounds have ascertained and mutually decided on the consumption of 3713.00 sq. meters floor space on the building No. 2 being the residential building and 1063.65 sq. meters floor space index on the building No. 1 being the commercial and residential building as retained by the Gautam U. Divadkar for his sole and exclusive ownership and occupation thereof along with further increases therein without affecting the agreed 3713.00 sq. meters floor space for building No. 2.

AND WHEREAS in confirmation of the above, the Owners have on sanction of the plans and permissions by the Kalyan Dombivli Municipal

Corporation under building commencement certificate bearing No. KDMP / NRV / BP / KV / 2012 – 13 / 357 / 197 dated 25.10.2013 have notionally apportioned the land admeasuring 1281.50 sq. meters (delineated by letters ABCDA) retained by Gautam U. Divadkar for consumption of utilization of the commercial cum residential building (basement plus ground plus first floor) as the said Shri Gautam U Divadkar may deem fit and proper with further renewals and modifications therein and further submit the portion of land admeasuring 1240.50 sq. meters as well as 459.00 sq. meters thus totally admeasuring 1699.50 sq. meters (delineated by letters DCFED and EFGHE collectively delineated by letters DCFGHED) being the said property along with the building to be constructed thereon by consuming the maximum floor space index of 3713.00 sq. meters consisting of stilt and 17 upper floors with a proposed additional floor being eighteenth floor as permitted by the Development Control Rules and Regulations by the Kalyan Dombivli Municipal Corporation.

AND WHEREAS in terms of the above understanding the above owners s have entered into agreement for development on 31.12.2012 with M/s. Honest Infra on the terms, conditions and covenants therein contained and at and for the price / consideration therein mentioned and the said agreement is registered at the office of Sub-Registrar of Assurances at Kalyan – 1 under serial No. 263/2013 on 10.01.2013 and in pursuance thereof, the Owners have also executed the Power of Attorney in favour of Honest Infra, and the same is also registered at the office of Sub-Registrar of Assurances at Kalyan – 1 under serial No.17/2013 on 10.01.2013

AND WHEREAS in terms of the agreement dated 31.12.2012 the Owners have submitted the plans for sanction and approval and the Kalyan Dombivli Municipal Corporation vide its interim sanction (IOD) bearing No. KDMP / NRV / BP / KV / 2012-13/357 dated 28.03.2013 has accorded its sanction on the terms and conditions therein contained and the Owners have followed the due procedure under law and obtained building commencement certificate bearing No. KDMP / NRV / BP / KV / 2012 – 13 / 357 / 197 dated 25.10.2013 from the Kalyan Dombivli Municipal Corporation which interalia provides construction of residential building consisting of stilt (part), Ground (part) plus Podiums One to three floors and Fourth floor to Seventeenth floor and the Owners have proposed additional floor on the eighteenth floor by way of seeking revised sanction and grant of floor space index and / or transferable development rights based on the policy of recreation ground / spaces, being residential building to be constructed on the portion of land

admeasuring **1240.50** sq. meters shown on the plan annexed hereto by **pink** colour and delineated by letters **DCFED** along with the open marginal spaces, right of ingress and egress and all other tangible and intangible benefits of the entire property for the effectual and beneficial enjoyment of the said building and every part thereof as shown by **black checkered lines** as shown in yellow colour in the retained property by Shri Gautam U. Divadkar and also along with recreational garden spaces as shown on the plan annexed hereto by **green dots** admeasuring **459.00** sq. metres delineated by letters **EFGHE** thus totally admeasuring **1699.50** sq. meters i.e. shown by letters **DCFGHED** hereinafter called and referred to as the "Said Property" and more particularly described in the Third Schedule, the said building shall have the use, utilisation and potentiality of floor space index and transferable development rights, staircase floor space index to the maximum extent of **3713.00** sq. meters proposed to be sanctioned by the Kalyan Dombivli Municipal Corporation which will interalia include the basic floor space index as well as transferable development rights, staircase floor space index and other permitted increases therein based on the revision in policy of grant of transferable development rights and other permitted increases on the recreation ground / spaces by the Kalyan Dombivli Municipal Corporation as per the prevailing Development Control Rules.

AND WHEREAS with the above intention and as envisaged, provided and as interse mutually agreed and understood between the Owners, the Owners have agreed to execute, file and register the present Declaration in respect of construction of building No.2 being residential building to be constructed on the portion of land admeasuring **1240.50** sq. metres shown on the plan annexed hereto by **pink** colour and delineated by letters **DCFED** along with the open marginal spaces, right of ingress and egress and all other tangible and intangible benefits of the entire property for the effectual and beneficial enjoyment of the said building and every part thereof as shown by **black checkered lines** as shown in yellow colour in the retained property by Shri Gautam U. Divadkar and also along with recreational garden spaces as shown on the plan annexed hereto by **green dots** admeasuring **459.00** sq. metres delineated by letters **EFGHE** thus totally admeasuring **1699.50** sq. metres i.e. shown by letters **DCFGHED** hereinafter called and referred to as the "Said Property" and more particularly described in the Third Schedule, the said building shall have the use, utilisation and potentiality of floor space index and transferable development rights, staircase floor space index to the maximum extent of **3713.00** sq. metres proposed to be sanctioned by the Kalyan Dombivli Municipal Corporation

which will interalia include the basic floor space index as well as transferable development rights, staircase floor space index and other permitted increases therein based on the revision in policy of grant of transferable development rights and other permitted increases on the recreation ground / spaces by the Kalyan Dombivli Municipal Corporation as per the prevailing Development Control Rules and the said portion of land as well as the said residential building with the present sanction as well as the future expansion and increase in floor space index is and shall be the subject matter of the scheme of development and accordingly the Owners have executed a Declaration on 16.12.2013 under the provisions of Maharashtra Ownership Flat Act, 1970 and the same is registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 8773 / 2013 and that in accordance with the contents, covenants, restrictions and stipulations as interalia provided in this declaration the flats and units will be sold by the Promoters under the provisions of Maharashtra Apartment Ownership Act and accordingly the development activities, rights, covenants, restrictions and facilities will be ascertained and in terms of the contents of the Declaration and the Promoters will develop the said property as described in the Third Schedule, reserving the rights and privileges as interalia provided herein.

AND WHEREAS the Owners have further intended to get the plans modified and altered during the course of construction to have the maximum potentiality of floor space index, transferable development rights, staircase floor space index and other permitted increases therein from time to time and also to acquire the additional floor space index as may be permitted from time to time by way of transferable development rights and permitted increases therein and to avail, use, utilize and consume the transferable development rights and permitted increases therein in order to consume the maximum floor space index and construct additional floors on the existing building and that such additional construction shall be constructed by the Promoters and the same shall be the sole and absolute property of Shri Gautam U. Divadkar and that Shri Gautam U. Divadkar is well and sufficiently entitled to own, posses, occupy and enjoy the same as the absolute owner with the right to receive the said additional construction by way of residential flats from the Promoters Honest Infra as and by way of consideration in kind as provided and envisaged in the agreement dated 31.12.2012.

AND WHEREAS the Promoters have intended to get the plans modified and altered during the course of construction to have the maximum potentiality of floor space index, transferable development rights, staircase floor space index and other permitted increases therein from time to time and also to acquire the additional floor space index as may be permitted from time to time by way of

transferable development rights and permitted increases and to have additional floors on the existing building.

AND WHEREAS the Promoters are desirous of getting the said property developed in accordance with the sanctioned plans and permissions to be granted by the Kalyan Dombivli Municipal Corporation thereby availing the maximum Floor Space Index along with the utilization of Transferable Development Rights, Staircase Floor Space Index and /or increases in Floor Space Index from time to time;

AND WHEREAS in view of the above intention, the Promoters have prepared the scheme of construction in respect **Building No. 2** consisting of stilt plus 17 upper floors as shown on the plan annexed hereto comprising of stilt, podium level – 1, podium level – 2, podium level – 3, fourth floor to seventeenth floor with a proposed additional floor on the eighteenth floor on revised sanction and grant of floor space index and / or transferable development rights based on the policy of recreation ground / spaces, being residential building to be constructed on the portion of land admeasuring **1240.50** sq. metres shown on the plan annexed hereto by **pink** colour and delineated by letters **DCFED** along with the open marginal spaces, right of ingress and egress and all other tangible and intangible benefits of the entire property for the effectual and beneficial enjoyment of the said building and every part thereof as shown by **black checkered lines** as shown in yellow colour in the retained property by Shri Gautam U. Divadkar and also along with recreational garden spaces as shown on the plan annexed hereto by **green dots** admeasuring **459.00** sq. metres delineated by letters **EFGHE** thus totally admeasuring **1699.50** sq. metres i.e. shown by letters **DCFGHED** hereinafter called and referred to as the "Said Property" and more particularly described in the Third Schedule, the said building shall have the use, utilisation and potentiality of floor space index and transferable development rights, staircase floor space index to the maximum extent of **3713.00** sq. metres proposed to be sanctioned by the Kalyan Dombivli Municipal Corporation which will interalia include the basic floor space index as well as transferable development rights, staircase floor space index and other permitted increases therein based on the revision in policy of grant of transferable development rights and other permitted increases on the recreation ground / spaces by the Kalyan Dombivli Municipal Corporation as per the prevailing Development Control Rules on the said Building No. 2 and more particularly described in the **Third Schedule** hereunder written.

AND WHEREAS the said scheme of construction shall be implemented by acquiring the maximum potentiality of the entire property, permissible

transferable development rights, staircase floor space index and other permissible floor space on account of road set back area and on other grounds as may be sanctioned by the Kalyan Dombivli Municipal Corporation. The said proposed scheme of construction for the sake of brevity is shown on the plan annexed hereto and the said plans are sanctioned by the Kalyan Dombivli Municipal Corporation which inter-alia includes the use, utilization of transferable development rights and further the Grantor has proposed and intended to acquire the additional permissible transferable development rights on the said property and to have additional floors thereon and that the said building will be named as “**Divadkar Lotus**”.

AND WHEREAS the said building along with all the apartment units therein as well as the future additional floors thereon to be constructed as per the plans and permissions to be sanctioned by the Kalyan Dombivli Municipal Corporation is being submitted under the provisions of the Maharashtra Apartment Ownership Act, 1970 and the said apartments are capable of individual utilisation on account of having their own exit to a common area and facilities of the building and the apartments will be sold to one or more Owners, each owner obtaining a particular and exclusive property right thereto and each apartment constituting the habitable and transferable immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as the UNIT) and also an undivided interest in the general and / or restricted common areas and facilities of the building as listed in the Deed, necessary for their adequate use and enjoyment and hereinafter referred to as general and/or restricted common area and facilities all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Owners of the said property have retained certain flats as and by way of consideration in kind in the building to be constructed on the said property and the Promoters are entitled to sell the remaining flats and units in the building under construction.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoters have commenced the construction work on the said property.

AND WHEREAS the Promoters declare that the above referred permissions and sanctions are still subsisting and completely in force.

AND WHEREAS the Promoters declare that the said building No.2 together with all the apartments therein as well as the future additional floors thereon to be constructed as per the plans and permissions to be sanctioned by the Kalyan Dombivli Municipal Corporation is submitted under the provisions of the Maharashtra Apartment Ownership Act, 1970 and accordingly the Owners have executed the Deed of Declaration on 16.12.2013 and the same is registered at the office of Sub-Registrar of Assurances at Kalyan-1 under serial No. 8773 / 2013 on 16.12.2013

AND WHEREAS in concurrence to the above recitals as well the stipulations, restrictions and covenants as appearing in the deed of declaration as recited

above, the Promoters intend to construct the building and sell the flats, enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats and units to execute the Deed of Apartment in favour of the Purchaser under the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the Promoters have also brought to the notice and knowledge of the Purchaser that the terraces attached to the terrace flats are reserved for the terrace flat purchasers only and the said terraces shall exclusively belong to such flat apartment and that the other apartment owners will not have any rights of whatsoever nature in respect of the said terrace areas and the Purchaser do hereby expressly agree and confirm the same.

AND WHEREAS the Promoters have intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible floor space to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchaser herein as regards the existing sanctioned buildings and the further proposed buildings to be constructed on the said property.

AND WHEREAS the Promoters have disclosed that they intend to acquire, use, utilise and consume the maximum permissible floor space index and / or any increases and incentives in the floor space index as may be granted and permitted by the Kalyan Dombivli Municipal Corporation from time to time on the said buildings and / or by seeking alterations and modifications in the sanctioned plans and permissions and to change and modify the amenities and infrastructural facilities of the scheme of construction.

AND WHEREAS as per the above recited agreements and permissions as well as above disclosures and further course of development, modification or expansion therein , the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units to convey the said land together with the building constructed thereon in favour of the condominium of apartment owners of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove

which is clearly and elaborately brought to the notice and knowledge of the Purchaser herein for which the Purchaser has granted his/her express and irrevocable consent and confirmation for the same.

AND WHEREAS relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/ her consent, the Purchaser is offered a flat /shop bearing No._____ on _____ floor, admeasuring _____ sq.mt. carpet in Building ___ in the scheme of construction known as **“DIWADKAR LOTUS”** (herein after referred to as the said “premises”) being constructed on the said property described in the Third Schedule hereunder written.

AND WHEREAS the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and / or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his / her express and irrevocable consent and confirmation for the same.

AND WHEREAS 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 Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter has agreed that in permitted time period the Promoter will register the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority.

AND WHEREAS on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

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

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the said building no.2 is eligible for permissible TDR of 1556. 65 square meter and the said eligible FSI is to be utilized and consumed on the said building no. 2 as per Development Control Rules and

sanctioned plan of Kalyan Dombivali Municipal Corporation and the owner- Gautam Udaykumar Divadkar & other are developing Building no. 1 with sanctioned plan consisting of B+G+1 which has potential to develop 2nd and 3rd on the said building

AND WHEREAS the Purchaser has applied to the Promoter for allotment of flat /shop bearing No._____ on _____ floor in Building ___ of the scheme of construction known as “**DIWADKAR LOTUS**” being constructed on the said property described in the Schedule hereunder written being the said premises.

AND WHEREAS the carpet area of the said premises is _____ square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs_____ (Rupees _____) only, being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

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

1. The Promoter shall construct the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. 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 premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 1.a. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being flat /shop /unit bearing No._____ on _____ floor, admeasuring _____ sq.mt. carpet plus open terrace of _____ sq.mt as well as the right to use the cupboard areas as well as the balconies areas to be enclosed in Building ____ the scheme of construction known as DIWADKAR LOTUS (herein after referred to as the said "premises") being constructed on the said property described in the Third Schedule hereunder written as shown in the Floor plan hereto annexed and marked Annexure D for the consideration of Rs_____ (Rupees _____ Only) including 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 Fifth Schedule annexed herewith.

- (ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No. ____ situated at stilt and /or podium being constructed in the layout for the consideration of Rs. _____ (Rupees _____ only)

- 1(b) The total aggregate consideration amount for the said Premises including garages / covered parking spaces is thus Rs_____ (Rupees _____ only)

- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. (Rupees.....only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter **the balance amount of Rs** (Rupees.....(Rupees.....) in the following manner:-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, Plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to

M/s _____

A/C No: _____

IFSC CODE : _____

Bank _____

In addition to the above the Purchaser on demand agrees and assures to pay the requisite amount and charges on account of service tax, value added tax and any other taxes and levies as may be imposed by the concerned government and semi-government authorities.

The Purchaser shall also pay the one time fund of Rs. _____ per flat at the time of execution of this agreement to the firm or agency as nominated by the Promoter herein or to the Promoter herein as the case may be.

THE Purchaser do hereby agrees to pay the requisite amounts for the following expenses as and when demanded by the Promoters and the same shall not carry any interest to be paid by the Promoters to the Purchaser viz.

- (i) Stamp Duty and Registration charges and other charges payable to the concerned authorities
- (ii) Water & Electric connection & transformer charges
- (iii) Development charges
- (iv) Legal charges
- (v) Transfer fees
- (vi) Infrastructural and development charges
- (vii) Condominium formation and registration charges
- (viii) Advance maintenance charges of 24 months
- (ix) Service tax, value added tax and/or other charges and levies as imposed by the Government, Semi-Government and other authorities from time to time.

In case any security or other deposit is demanded either by the Kalyan Dombivli Municipal Corporation or any other authority for the purpose of giving water and/or electric connection to the said building or any other deposit demanded by any other local body or authority, the purchaser shall contribute proportionately as may be determined by the Promoters immediately on notice being given by the Promoters to the purchaser calling upon to contribute towards the security deposit as stated above.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount as well as the above charges shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Purchaser/s calling upon him / her to make payment of the same. Such notice is to be sent under certificate of posting / courier at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters

- 1(d) The Total Price above excludes all Property Taxes, Land Revenue, Goods and Services Tax, Non Agricultural Taxes, Other Taxes

(Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, maintenance charges, layout maintenance charges, club house and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.

- 1(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 undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 3% per annum for the period by which the respective installment has been pre-pone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area 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, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the

Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the 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 1 of this Agreement.

- 1(h) The Purchaser authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. 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 receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ___ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project 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.

- 4.1. 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 as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, 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(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority, Goods and Services Tax and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall deduct 20% of the total amount of consideration

received from the Purchaser and shall refund the balance amount without interest within a period of thirty days of the termination.

- 4.3 The refund of any amounts by the Promoter shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including Tax Deducted at Source, VAT, Service Tax, Goods and Service Tax, etc. and the Promoter shall not be liable to refund such amounts paid in respect thereof.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the said premises to the Purchaser on or before 31.12.2019 with an extension in time thereof for six months or so. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

- i) Non-availability of steel, cement other building materials, water or electric supply and labour;
- ii) War, civil commotion or Act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of the time for delivery of the Possession of the Premises, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force

majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the Allotment within 30 days from that date. After any refund of the money paid by the Purchaser, Purchaser agrees that he/she shall not have any rights, claims, etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises s are ready for use and occupancy:
- 7.3 **Failure of Purchaser to take Possession of Said Premises from the Promoter:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall

be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided after receiving of the flats from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Purchaser and the Purchaser alone shall alone liable to rectify and re-instate the same at his own costs. The Purchaser should properly maintain his premises and common areas. Provided further however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said premises of phase wing and specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to column, beams, etc., or in the fittings, therein, in particular it is hereby agreed that the Purchaser shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing.

- 7.5 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Section 14 of the Real Estate (Regulation & Redevelopment) Act, 2016 or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/ Premises is not reduced.
- 7.6 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at the Promoter's office or on the website of the Real Estate Authority. Further, the Promoter shall not be required to obtain consent in the following events:

- a. any minor additions or alterations.
 - b. any addition or alterations to any club house, common areas, amenities, etc.
 - c. any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
- 7.7 In the event of the Organisation or Corporate Body being formed and registered before the sale and disposal by the Promoter of all the flat/ premises in the Building/s, the power and authority of the Organisation or Corporate Body so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/premises, if any. In case the Organisation or Corporate body is formed before the disposal by the Promoter of all the flats/ premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flat/ premises and as and when such flat/ premises are sold, the Organisation or Corporate Body shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.
- 7.8 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- 7.9 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the carpet area of the flat/ premises or otherwise as may be determined by the Promoter and non- payment of the same, shall constitute a breach of this Agreement.

- 7.10 Save and except or otherwise not to reduce any area of the said Flat/ Premises, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion.
- 7.11 Brochures, Pamphlets, Literature , showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
- 7.12 Under the present Agreement and at this stage, Promoter intends to use actual FSI and TDR along with any additional FSI/ TDR available on payment of premium on the said Property and IOD and Plans have been approved presently only on an actual FSI of the said Property. The Promoter, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings on the said Property. For all times in future, Promoter shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property in proportion to the area occupied by the said buildings in respect of the said Property along with Building/s thereon, have been executed, in favour of the Organization that is to be formed by the Purchaser/s of various premises in the building and as permissible under the applicable laws. For the purpose of consuming such balance and/ or additional FSI/TDR, the Promoter shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoter may think

fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 8.1 The Purchaser/s is/ are aware that the open car park allotted is part of the building common amenity which shall subject to the Purchaser's right of use, is held and possessed and owned by the Promoter. The Purchaser/s is/ are aware that the Promoter has in like manner allocated and shall be allocating other car parking space/s to several purchasers of the residential flats/ commercial units in the Building/ Project and the Purchaser undertakes not to raise any objection in that regard and the rights of Purchaser to raise any such objection shall be deemed to have been waived.
- 8.2 The Purchaser/s hereby accords his/ her/ their irrevocable and unconditional consent to the Promoter to sell/ allocate the other covered / uncovered car parking spaces to the purchasers of the respective residential flats in the building. The Purchaser/s hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking of car only and not otherwise. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Organization/ Apex Body, as contemplated herein, cause such Organization/ Apex Body to confirm and ratify and shall not and/ or shall cause the Organization/ Apex Body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various purchasers (including the Purchaser/s herein) of the residential flats in the Building/ Project. The allocation is for smooth functioning and to avoid disputes between Purchaser/s.
9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association or Limited Company and for becoming a member, including the byelaws of the organization or corporate body and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the

Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the association, corporate body or limited company.

- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register corporate body or association or limited company and within three months of such registration of thereof as aforesaid, cause to be transferred to the association, organisation or corporate body or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the such Corporate Body or Organisation, as aforesaid, cause to be transferred to the Societies or Limited Company all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation Association, Organization or Corporate Body and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in

exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing association, organization or corporate body or Limited Company as the case may be without any recourse and consideration to the Purchaser, association, organization or corporate body or Limited Company as the case may be. It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the 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 Premises) of outgoings in respect of the project land and 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 and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association, organization or corporate body or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs._____ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the association, organisation or corporate body or Limited Company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the association, organization or corporate body or Limited Company, as the case may be.

10. The Purchaser shall pay the requisite costs 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 and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said association, organization or corporate body or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the association, organization or corporate body or Limited Company.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land 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 project land 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 project land 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, project land and said

building/wing 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, project land and said building/wing 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, project land, Building/ wing 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 project land, 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 Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Promoter has duly paid and shall 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 till the possession of the premises is handed over or building completion or occupation certificate is obtained, whichever is earlier;
- 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 project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-
- i. To maintain the said premises the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
 - ii. 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 building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances

thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the association, organisation or corporate body or Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. 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 project land and the building in which the Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- viii. Not to change or alter the design, colour, size, dimensions and specifications of the grill, hand railings provided by the Promoter and / or to carry out any projection thereto.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection therefore is sought by the purchaser from the Promoter for such transfer and assignment.
- xi. The Purchaser shall observe and perform all the rules and regulations which the association, organisation or corporate body or Limited Company may adopt at its inception and the additions, alterations or amendments thereof 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 and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the association, organisation or corporate body or Limited Company regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of association, organization or corporate body or Limited Company the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. Till a conveyance of the project land on which the building in which Premises is situated is executed in favour of Societies or Limited Company, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the association, organization or corporate body or Limited Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
- 17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different

common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered association, organization or corporate body or Limited Company of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.
20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any

of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction / development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

22. It is expressly agreed that the Promoter shall be entitled to put a hoarding, Sign Board of HONEST and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, required permission for Installation of sign of Triveni/ neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

23. 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 Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the association, organization or corporate body or Limited Company or other body and until the project land is transferred to the association, organization or corporate body or Limited Company as hereinbefore mentioned.
24. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:
- a) To form condominium of apartment or any other corporate body or bodies of Purchasers to be formed and constituted.
 - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
 - c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
 - d) To decide from time to time to what extent the building/s along with land appurtenant to it is transferred to the respective body formed.
 - e) To decide from time to time when and what sort of document of transfer should be executed.
 - f) To grant of right of access / way and / or other easementary rights to the adjacent buildings, plots of the said entire property.
 - g) To deduct the area of land not in actual possession, land affected by set backs and reservations while executing the deed of transfer, assignment or conveyance.
 - h) to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
 - i) to form a federation of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body
 - j) to execute the conveyance of the said property in parts, taking into consideration the divisions of property due to road and such

conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the association, organization or corporate body or Limited Company and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-
 - i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
 - ii) fencing, partition, retaining walls will not be constructed between the buildings.
 - iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
 - iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers
 - v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
 - vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
 - vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
 - viii) the Promoter shall have the option to form a association, organisation or corporate body or Limited Company of the buildings undertaken for development
 - ix) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the association, organisation or corporate body or Limited Company will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser

herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

- x) the Promoter has also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the entire scheme of construction of the entire property described in the Third schedule and accordingly the Promoter and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the Third schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.
26. It is agreed and understood by the Purchaser/s that the project shall be deemed to be completed only upon the development of the said Property by utilization of the fullest present or future or proposed FSI and TDR thereof and upon completion of the entire scheme of development of the said buildings in all the phases on the entire said Project and on completion of the infrastructure and common areas and facilities and the sale of buildings and until all residences, flats, premises, garages and other tenements and units in all the buildings to be constructed as part of the project are sold and until all amounts is received. The Promoter shall not be liable and/or shall not be required to cause execution of conveyance/ transfer/ lease deed in respect of the said Land /Property or any part thereof until utilization of the entire FSI /TDR in respect of the Land / Property and all other rights and benefits available now or in future in respect of the said Land / Property including incentive FSI schemes, amalgamated plots, and until all residences, flats, premises, garages and other tenements and units in all the buildings to be constructed as part of the project are sold and until all amounts are received.
27. It is clearly brought to the notice of the Purchaser herein that Promoters are constructing the buildings being building No. 2 as per the sanctioned plans and permissions on the land described in the Schedule hereunder written for buildings sanctioned under building permission No _____ It is further

brought to the notice of the Purchaser herein that the Purchaser herein shall be liable and responsible to bear and pay the proportionate share in the expenses on account of maintenance of common amenities, recreational facilities, etc., of the entire layout / property equivalent to the floor space index used, utilized and consumed in the scheme of construction comprising of the above said buildings and the Promoter are well and sufficiently empowered and authorized to collect and appropriate the charges and outgoings from the Purchaser herein.

28. The Promoter has clearly brought to the notice and knowledge of the Purchaser
 - (i) that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of Buildings as presently sanctioned under the building permission granted by the municipal corporation on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the purchaser herein that the club house facilities and other common facilities of the present housing scheme will be used, utilized, availed and shared by the intending purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties and the purchaser herein along with the other purchasers will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending purchasers and the purchaser herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him and also the Promoter has clearly brought to the knowledge of the purchaser that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Corporation from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Purchasers herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Corporation by way of further amalgamation, expansion thereto and the Purchaser has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby

admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter. The purchaser herein agree and assure to pay the corpus fund in advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.

- (ii) the Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the g society or condominium of apartment owners and / or any association, organisation or corporate body or Limited Company will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same. It is further brought to the notice and knowledge of the Purchaser that there are certain reservations to be handed over to the municipal authorities and that at the time of execution of conveyance and further transfer proceedings, the area affected by roads and / or reservation will stand deducted as per the due process of law and the net land will be conveyed and handed over to the association, organisation or corporate body or Limited Company on completion of the entire scheme of construction as per the sanctioned plans and permissions as well as further revisions, modifications and alterations therein from time to time and the Purchaser do hereby confirm the same and has granted his / her express and irrevocable consent for the same.
- (iii) that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein.

29. The Purchaser shall not do or permit or be done any act or thing which render void or voidable any insurance of the said property and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance. It is clearly brought to the notice of the purchaser that during the course of any electric work to be carried out in the flat, the Purchaser will take all due care and caution and safety measures and if any fire, damage or loss is caused due to carrying out the repairing the electrical works, then in such event the Purchaser herein will be liable and responsible to make good the loss caused to the said flat and building premises as well as loss to property of the adjacent occupant. The Purchaser shall at all material times shall be liable and responsible to carry out the electrical work, plumbing and drainage work and all other incidental repairing through certified personnel only and /or persons as may be appointed by the Promoters. The Purchaser shall connect the spilt air conditioning outlets, window air conditioning outlets and/or any air conditioning outlets to the A/C outlets lines provided in the said building.
30. The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building and shall not change the elevation, design and / or change the pattern and design of the grill and fittings as provided by the Promoters. The Purchaser shall not place any flower pots, plants in the balconies and open terraces which will cause seepage of water and dampness to the exterior walls and surface of the building.
31. The Promoter has brought to the knowledge of the purchaser that the entrance and open space in front of the lift as well as lobby and pathway as well as the access for ingress and egress shall always be free from any obstructions or hindrance and no parking of any vehicle and/or dumping or storing of any articles and belongings will be done by the purchaser and such open spaces, lobbies, pathways and entrances shall always remain unobstructed and free for having clear access and mobility and that the Purchaser herein along with all the purchasers in the said building shall be liable and responsible to pay the proportionate charges towards maintenance, repairs and upkeepment of such lobby, pathway and open spaces as well as the access providing ingress and egress from and through the main existing Agra Road from the property described in the Second Schedule hereunder written.
32. In the event of the condominium of apartment owners or corporate body being registered before the sale and disposal by the Promoters to all the persons/purchasers in the said building, the power and authority of the condominium of apartment owners or the corporate body so formed or of

the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters in any matter concerning the building construction and completion thereof and the Promoters shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof and all the further agreements, deeds, documents of transfer and assignment shall be executed keeping in view the terms, conditions, stipulations, restrictive covenants as interalia provided in the declaration as well as the contents and terms and conditions as envisaged herein and the same shall always form an integral part of the above said deeds and documents to be

33. It is expressly declared by the Promoters that in the said building or any part thereof there shall not be any provision and/or installation of cable network station, mobile phone set up or station on the terrace or on any part of the building or the said property in any manner whatsoever and this covenant shall be binding upon all the flat purchasers as well as condominium of apartment owners.
34. The Promoter has brought to the notice and knowledge of the Purchaser herein that there is a existing Well situated in the said property of which a substantial part falls in the adjacent property however the Owners of the said property along with the other adjacent owners are fetching the Well water from and through the said well and during the course of construction as well as after completion of the said building, the right and interest in the said Well as well as the right to fetch and draw the water from and through the said well shall remain in common with Shri Gautam Diwadkar being the owner of the land retained by him, all the apartment owners, as well as the owners, holders, occupiers of the adjacent properties in which the substantial portion of the well is situated.

29. BINDING EFFECT

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 (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 receipt 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 whatsoever.

30. ENTIRE AGREEMENT

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

31. RIGHT TO AMEND

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

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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 Purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

33. 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.

34. 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.

35. FURTHER ASSURANCES

The Parties herein 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.

36. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.

37. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

38. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID _____ /Under Certificate of Posting at their respective addresses specified above.

It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

39. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

40. Stamp Duty and Registration and statutory taxes and levies:- The charges towards stamp duty and Registration of this Agreement as well as statutory government, Semi-Government taxes and levies, service tax, goods and service tax, value added tax and all other direct

and indirect taxes shall be borne by the Purchaser alone. The Purchaser shall be entitled to the benefits offered to him under the provisions of Maharashtra Stamp Act in case of any transfer of the said premises by him to any intending purchaser subject to the provisions of the said Act.

41. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.
42. 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. .
43. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Apartment Ownership Act, 1970 and Rules made there under and any other provisions of Law Applicable thereto.
44. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

FIRST SCHEDULE
(Description of Entire Property)
ABCFGNMLKJIHEDA

All those pieces or parcels of land situate, lying and being at Shivaji Chowk, Agra Road, Kalyan, together with the building and structures standing thereon, within the City Limit of Kalyan-Dombivli Municipal Corporation bearing CTS No. 2878-A (i.e. CTS Number comprising of the earlier City Survey Nos. 2878, 2879, 2880, 2881, 2882 and 2911) totally admeasuring 4960 sq. mtrs. as per the latest property register card issued by the City Survey Authority along with the two structures standing therein known as Sadashiv Niwas and New Divadkar Building consisting of ground+ two upper floors and ground + one upper floor respectively and the said structures are assessed by the Kalyan Dombivli Municipal Corporation under House No. 122 House No. 128,

property No. C01000442700 and C01000443200 and bounded as follows:

On or towards East : Adjacent CTS Nos.2883-A/1, 2884
 On or towards West : Existing Agra Road
 On or towards North : Adjacent CTS Nos. 2872, 2883-B
 On or towards South : Adjacent CTS Nos. 2878-B, 2882-B
 together with all easement rights etc.,

SECOND SCHEDULE

(Description of the Retained Property
 by Gautam U. Divadkar)
ABCD A

All that proposed Building No. 1 consisting of basement, ground and one upper floor being a commercial building to be situated on the portion of land admeasuring 1281 sq. meters forming a part of the property described in the First Schedule along with the open marginal spaces, right of ingress and egress and all other tangible and intangible benefits arising out of the above referred property for the effectual and beneficial enjoyment thereon on the proposed building No. 1 and every part thereof and as shown on the plan annexed hereto by yellow colour and delineated by letters ABCDA with the right to use, utilisation and potentiality of floor space index to the minimum extent of 1063.65 sq. metres and further the benefits of increases in floor space index and transferable development rights as may be permitted by the Kalyan Dombivli Municipal Corporation from time to time and as envisaged in the Development Control Rules and bounded as follows :

On or towards East : Property described in third schedule
 On or towards West : Agra Road
 On or towards North : Adjacent CTS No. 2872
 On or towards South : Adjacent CTS No. 2878-B
 together with all easement rights etc.,

THIRD SCHEDULE

(Description of property granted for development to M/s. Honest Infra on
 which the Condominium of Apartment Owners will be formed)

DCFGHED

All that proposed Building No. 2 consisting of stilt plus 17 upper floors as shown on the plan annexed hereto comprising of stilt, podium level – 1, podium level – 2, podium level – 3, fourth floor to seventeenth floor

with a proposed additional floor on the eighteenth floor on revised sanction and grant of floor space index and / or transferable development rights based on the policy of recreation ground / spaces being residential building to be constructed on the portion of land admeasuring 1240.50 sq. metres forming a part of the property described in the First Schedule hereinabove mentioned and shown on the plan annexed hereto by pink colour and delineated by letters DCFED along with the open marginal spaces, right of ingress and egress and all other tangible and intangible benefits of the entire property for the effectual and beneficial enjoyment of the said building and every part thereof as shown by black checkered lines in the area marked in yellow as described in Second Schedule herein above and also along with recreational garden spaces as shown on the plan annexed hereto by green dots admeasuring 459.00 sq. metres forming a part of the property described in the First Schedule hereinabove mentioned and delineated by letters EFGHE thus totally admeasuring 1699.50 sq. metres collectively delineated by letters DCFGHED for the use, utilisation and potentiality of floor space index and transferable development rights, staircase floor space index to the maximum extent of 3713.00 sq. metres proposed to be sanctioned by the Kalyan Dombivli Municipal Corporation which will interalia include the basic floor space index as well as transferable development rights, staircase floor space index and other permitted increases therein based on the revision in policy of grant of transferable development rights and other permitted increases on the recreation ground / spaces by the Kalyan Dombivli Municipal Corporation as per the prevailing Development Control Rules if granted till the completion of the seventeenth Slab and bounded as follows:

On or towards East	: Garden reservation area as shown on the plan annexed hereto
On or towards West	: property described in second schedule
On or towards North	: Adjacent CTS Nos. 2872, 2883-B
On or towards South	: Adjacent CTS Nos. 2882-B, 2878-B

As shown on the plan annexed hereto and together with all easement rights etc.,

FOURTH SCHEDULE

Description of land under garden reservation
as well as road set back **HGNMLKJIH**

All that piece and parcel of admeasuring 1850 sq.metres delineated by letters HGNMLJIH as well as 129 sq. metres delineated by letters JLKJ as shown on the plan annexed hereto by Green Colour as well as hatched green colour respectively forming a part of the property described in the First Schedule and collectively delineated by letters HGNMLKJIH as shown on the plan annexed hereto by Green colour and bounded as follows:

On or towards East : Proposed D.P. Road
 On or towards West : Property described in third schedule
 On or towards North : Adjacent CTS No. 2883-B
 On or towards South : Adjacent CTS No. 2882-B

together with all easement rights etc.,

FIFTH SCHEDULE ABOVE REFERRED TO

Description of the nature, extent of common areas and facilities.

RECREATIONAL GROUND

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED

by the within named

Promoter

M/s. HONEST INFRA

partnership firm

through its partner

SIGNED & DELIVERED

by the within named

Purchaser

WITNESS:

RECEIPT

Received a sum of Rs. -----/-(Rupees -----
Only) being price/consideration towards sale of the flat having No. -----
---- on ----- floor, admeasuring ----- sq.mt. carpet area
equitant to sq. feet----- area as per Real Estate (Regulation
an Development) Act, 2016, in the Building No. “ ---- ” in the scheme of
construction known as “DIWADKAR LOTUS ” from the Purchaser / Allottee -
----- in the following manner:

Cheque No.	Date	Amount	Name of Bank	Remarks / Particular
		Total	Rs. /- (Rupees ----- Only)	

I Say Received

KALYAN

DATE:- ---/----/--

Promoter/ M/s.**Honest Infra**
through its partner
Shri Asif A. Zojwalla