Stamp Duty : ₹. ...../-
Ward No. : D-1 (6/13), Gr + 7 floors
Village : Walivali, Badlapur
Flat area : ..... Sq. Mtrs. (Carpet)
Actual Value : ₹. ...../-

AGREEMENT

THIS AGREEMENT MADE

AT

WALIVALI, TAL. AMBERNATH

ON THIS ..... DAY OF ....., 2017.

B E T W E E N

M/S. SHASHWAT HOMES, a partnership firm, having its office at 306, Tulsishyam, C.H.S., Teen Hat Naka, Above Punjab & Sindh Bank, Thane (West) – 400 604, through its partner **MR. LAXMAN ARJUN VISPUTE** Aged about **50** years, Occupation Business, hereinafter called and referred to as the **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/their/his/her heirs, executors, administrators and assigns) **being the PARTY OF THE FIRST PART.**

A N D

1.MR.....,PAN ..... aged about ..... Years, Occupation .....
2.MRS. .....,PAN ..... aged about ..... Years, Occupation Housewife, Both residing at.....
.....
, hereinafter collectively called and referred to as the **"PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) **being the PARTY OF THE SECOND PART.**

WHEREAS the Promoters own and possess and/or otherwise well and sufficiently entitled to all that piece and parcel of N.A. Land, lying and situate at Village Walivali, Tal. Ambernath, Dist. Thane within the limits of Kulgaon Badlapur Municipal Council, bearing Gut No. 76, Hissa No. 1/1, area admeasuring 2700 Sq. Mtrs. and more particularly described in the **SCHEDULE** hereunder written (hereinafter for the sake of brevity called and referred to as the **"SAID PROPERTY"**).

AND WHEREAS one **SHRI. PANDU JAITU MHASKAR** was the owner of the property bearing Gut No. 76, Hissa No. 1/1, area admeasuring 2700 Sq. Mtrs., situate at Village Walivali, Tal. Ambernath, Dist. Thane, within the limits of Kulgaon Badlapur Municipal Council.

AND WHEREAS on commencement of **URBAN LAND (CEILING AND REGULATION) ACT, 1976, SHRI PANDU JAITU MHASKAR** filed the necessary return under section 6(1) of the said act with the Competent Authority and in pursuance there to, the Competent Authority have passed the necessary order u/s. 8(4) of the URBAN LAND (CEILING AND REGULATION) ACT, 1976 under No. ULC/ULN/6(1) SR-17-WALIVALI, dated 27.11.2007, stating that the property in question have been "RETAINED" by the Owners.

AND WHEREAS the said **SHRI PANDU JAITU MHASKAR** died intestate on 04.02.1986 leaving behind him, **SHRI DATTATRAY PANDU MHASKAR** as the only legal heir. And therefore, **SHRI DATTATRAY PANDU MHASKAR** have mutated his name in the revenue and other records, vide Mutation Entry No. 967 and started enjoying the said property as owner thereof.

AND WHEREAS by Development Agreement dated 17.08.2007, the said **SHRI DATTATRAY PANDU MHASKAR & OTHERS** had agreed to sell the development rights in respect of the said property along with adjoining property, bearing Gut No.72 & 75 to **M/S. SHASHWAT HOMES,** a Partnership Firm of Badlapur, the Promoters herein.

The said Development Agreement is duly registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2, under their No. 04177/2007, dated 17.08.2007.

AND WHEREAS in pursuance to the same, the said **SHRI DATTATRAY PANDU MHASKAR & OTHERS** have executed the necessary Power of Attorney in favour of Partner of M/S. SHASHWAT HOMES, which is duly registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2, under their No. 04178/2007, dated 17.08.2007.

AND WHEREAS the said **SHRI DATTATRAY PANDU MHASKAR** died intestate on 26.08.2007 leaving behind him, **SMT. LAXMIBAI DATTATRAY MHASKAR and OTHERS,** as the legal heirs. And therefore the names of **SMT. LAXMIBAI DATTATRAY MHASKAR and OTHERS** have been mutated in the revenue and other records, vide Mutation Entry No. 1399 and thereafter the said legal heirs, started enjoying the said property as co-owners thereof.

AND WHEREAS by and under the Deed of Conveyance dated 22.10.2008, **SMT. LAXMIBAI DATTATRAY MHASKAR & OTHERS** have conveyed / transferred / sold the said property unto the M/S. SHASHWAT HOMES, in pursuance to the abovesaid Development Agreement.

The said Deed of Conveyance is duly registered at the office of Sub Registrar of Assurances at Ulhasnagar – 2, under their No. 07989/2008, dated 22.10.2008.

AFTER execution and registration of the said Deed of Conveyance, the said **M/S. SHASHWAT HOMES,** the Promoters herein mutated its name in the revenue and other records, vide Mutation Entry No. 1486 and started enjoying the said property as absolute **"OWNER"** thereof. constructed have been annexed hereto and marked as **Annexure 'A' and 'B',** respectively.

AND WHEREAS the Promoters also seized and possessed off and/or otherwise well and sufficiently entitled to adjacent properties bearing Gut No. 88, 78/1, 80/3, 79, 75 etc.. and therefore by amalgamating the same and by following the requisite procedure, the promoters, obtained the building permission from the Kulgaon Badlapur Municipal Council, under their No. KBNP/BP/2011-12/580-74, Unik No. 74, dated 07.06.2011, for construction of building/s.

AND WHEREAS an area admeasuring about 1332.19 Sq. Mtrs. is affected by the road widening, which is handed over to the Kulgaon Badlapur Municipal Council by the promoters after developing the same as per the Municipal Specification and therefore, the Promoters herein have got sanctioned the revised building plan/s and obtained the revised building permission from the Kulgaon Badlapur Municipal Council, under their No. KBNP/NRV/1129-116/2014-15, Unik No. 116, dated 30.06.2014, for construction of buildings on the lands bearing Gut Nos. 88, 78/1, 80/3, 79, 75 including Gut No. 76/1/1.

AND WHEREAS the Promoters further obtained the necessary renewal in respect of the said Permissions, **from** Kulgaon

Badlapur Municipal Council, vide their letter dated 23.01.2017, bearing outward No. KBNP/NRV/655/2016-2017.

the authenticated copies of the plans of the Layout of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2**

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3.**

AND WHEREAS the Fire Services, Kulgaon Badlapur Municipal Council, Badlapur, has granted "Provisional No-Objection Certificate" (No. under their No KBNP/BP/...../20....-....,dated .....,) for their proposed Residential building on above Gut No.78/1,79 & 80/3, have been annexed and marked as **Annexure C4.**

AND WHEREAS the Promoters herein converted the property admeasuring about 23980 Sq. Mtrs. to Non-agricultural use vide order issued by the Collector, Thane under their No. MAHASUL/K-1/T-14/NAP/SR-14/2008, dated 30.09.2008 which includes the property bearing Gut No. 76/1/1 i.e. property under construction and thereafter the Promoters herein obtained revised N.A. Order from the Collector, Thane, under their No. MAHASUL / K-1 / T-14 / NAP / SR-58 / 2010, dated 18.06.2011 which includes the property bearing Gut No. 76/1/1 i.e. property under construction. have been annexed and marked as **Annexure D**

AND WHEREAS the Promoters herein in pursuance to the above referred permissions, have intention to commence, carry out and complete the building, bearing Building No. **P,** on the property, bearing **Gut No. 76/1/1** and the said property is more particularly described in the **SCHEDULE** hereunder written.

AND WHEREAS in pursuance to the sanctioned plan/s and permissions, the Promoter is entitled to commence, carry out the construction work on the said property.

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

AND WHEREAS the Promoter declares that the above referred permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS as per the above recited sanctions and permissions, 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 / shops /office constructed in the building on ownership basis and to enter into agreements with the prospective buyers and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office / units to convey the said land together with the building constructed thereon in favour of the co-operative housing society of all those several persons acquiring the respective flats / shops / units / offices.

AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the flat / shop / unit /office in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said scheme.

AND WHEREAS this agreement is made in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her / their consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to sell, mortgage or create charge on any flats / shops / units / office etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her / their consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer)

Act, 1963 whereby the Promoters are entitled to make such modifications, alterations in the buildings and structures as well as the said flats / shops / units / office / tenements / galas and garages etc., agreed to be purchased by the Purchaser and/or such other revisions, alterations or additions in the structure of the building as may be necessary and expedient and accordingly the Purchaser herein has granted his express and irrevocable consent for the same.

AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of right in respect thereof as well as the scheme of construction and the Promoter has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construction will acquire additional FSI / TDR as per the rules and regulations of the Municipal Council and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent land and carry out the development on such amalgamated property as the Promoters may deem fit and proper and the Purchaser has accorded his / her / their express and irrevocable consent for the same.

AND WHEREAS the Promoter has provided to the Purchaser the copy of orders, sanctioned plans, permissions, approvals, documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the covenants, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her / their express and irrevocable consent for the same.

AND WHEREAS the Promoters have appointed M/s. Space Designers - Proprietor Mrs. Aarti V. Jamgaonkar - Architect registered with the council of architects, as their Architect having its office at 001, Aditya Apartment,Sarvodaya Nagar, Manjarli Road, Opp. Suraj Apartment, Kulgaon, Badlapur (West), and the Promoters have also appointed R.C.C. Consultant, Mr. Pramod Kamble, having its office at 40, Saraswati, Near Inner Wheel School, Ambernath (East)- 421 501, for the preparation of the structural designs and drawings of the building and the Promoters accept the professional supervision of the Architects and the R.C.C. Engineer till the completion of the buildings.

AND WHEREAS, the Promoter/Developer has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the **Real Estate Regulatory Authority at ..... On.....under**

registration no..... have been annexed and marked as Annexure F

AND WHEREAS the Promoter has proposed to construct on the project having Building & wing No. **P,** Known as **SHASHWAT PARK,** Buildings, Comprises Total 28 Flats + 6 Shops, Units in the said Project, and particularly on the landed property.

AND WHEREAS the Promoter has decided to form an Association of Apartments / Co-opreative Housing society of all Premises purchasers of the buildings/project.

AND WHEREAS the Allottee has offered to purchase an Apartment/Residential Flat bearing Residentil Premises number 28 flats + 6 Shops, on the Ground + Upper 7 floor, (herein after referred to as the said "Apartment") in the Building & wing No."P" of the Building called **SHASHWAT PARK** (herein after referred to as the said "Building") being constructed in the I phase of the said project, by the Promoter.

AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made by State of Maharashtra there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land 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 Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B',** respectively.

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2**

AND WHEREAS while granting the permission and sanctioned plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Promoters expressed their intention to dispose off the flats/shops/office/units/tenements/galas and garages etc., in the proposed scheme of construction known as "**Shashwat Park".**

AND WHEREAS the Promoter has accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans, the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same and is further aware that there are several buildings to be constructed on the said property and that the Promoters will be carrying on the construction and completing the buildings in phase-wise manner and that as and when the buildings are completed, the entire flats there in are sold out, the co-operative housing societies of such buildings from time to time and accordingly the conveyances of the portions of land on which the buildings are constructed will be conveyed to such respective cooperative societies and it shall be at the sole discretion of the Promoter to form such societies and to execute the conveyance/s thereof and such fact is being brought to the clear knowledge and notice of the Purchaser herein and the Purchaser has granted his/her/their express and irrevocable consent for the same and agree and assure to grant his/her/their sincere and utmost cooperation in formation such co-operative housing societies and its conveyances thereof

and shall not raise objection, hindrances and claims of any nature whatsoever.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat / Shop / Unit / office at the price and on the terms and conditions herein after appearing.

AND WHEREAS upon completion of the proposed development of the said property as stated above the Promoter has agreed to complete sell and cause to convey the said property so developed in favour of the co-operative society of all those several persons (including the purchaser herein) purchasing / acquiring the respective flats / shops / tenements / galas and garages etc., in the said new buildings as the nominees of the Promoters.

NOW THIS AGREEMENT WITNESSETH THAT by the end of **December - 2018** but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Promoters, the Promoters agree to complete in all respect the construction of the proposed buildings viz. Building No. **P** of the scheme of "**Shashwat Park**" on the said land particularly described in the Schedule hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the co-operative housing society/ies to be formed of the several persons as provided and envisaged herein (including the Purchaser herein) acquiring the respective flats / shops / office / tenements / galas and garages etc., therein at and for an aggregate price/consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Promoters.

AND WHEREAS the Promoter accordingly shall sell and the Purchaser shall purchase / acquire the said flats / shops / office / tenements / galas and garages etc., by becoming member/share holder/ constituent of the proposed cooperative society and the Purchaser shall pay to the promoter an amount of Lumsum **₹...../- (RUPEES .... ONLY)** as the agreed price/consideration in respect of the **Flat**, being **Flat No. 404** on **Fourth floor** in Building No. **"P",** area admeasuring ..... **Sq. Mtrs**. carpet "carpet area" means the net usable floor area of an apartment, excluding the area

covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment, in the building scheme of "**Shashwat Park**" and more particularly described in the **SCHEDULE – A** hereunder written, allotted to the Purchaser and shown and marked accordingly on the floor plan annexed hereto.

AND WHEREAS the Promoter has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and/or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the Promoters to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the Purchaser herein has granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/or obstruction to the allotment of stilt/ parking spaces made by the Promoter to any intending purchaser.

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

1. **THE** recital contained above shall form an integral and operative part of this Agreement, as if the same were set out and incorporated in this Agreement and it is agreed that singular includes plural.

2. **THE** Promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the Purchaser herein has granted his/her/their express and irrevocable consent for the same.

THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the **Flat**, being **Flat No. .....** on **..... floor** in Building No. **"P",** area admeasuring **..... Sq. Mtrs**. carpet "carpet area" means the net usable floor area of an apartment, excluding the area **covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for**

exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. in the building scheme of "**Shashwat Park**" and more particularly described in the **SCHEDULE – A** hereunder written, as shown on the floor plan thereof hereto annexed and marked as **Annexure "D"** (hereinafter referred to as "the said premises") for the price/consideration of **₹...../- (RUPEES..... ..... ONLY)** and the Purchaser agrees to pay the above price/consideration in the following manner:

(a) **₹...../- (RUPEES .... ONLY)** paid in the following manner:-

i. **₹...../- (RUPEES ..... ONLY)** paid by Ch. No....., dt.....,

ii.**₹...../- (RUPEES..... ..... ONLY)** paid by Ch. No.....dt....., drawn on ....., Branch,before execution of this agreement.

Balance payment to be made in the following manner:-

(b) 20% on complection plinth.
(c) 7% on complection 1st Slab.
(d) 7% on complection 2nd Slab
(e) 7% on complection 3rd Slab
(f) 7% on complection 4th Slab
(g) 7% on complection 5th Slab
(h) 7% on complection 6th Slab
(i) 7% on complection 7th Slab
(j) 7% on complection 8th Slab
(k) 7% on complection Brick work
(l) 7% on complection Internal / Outer Plaster.
(m) 7% on complection Tiling/Plumbing / Electric Work
(n) 3% to be paid at the time of possession of the said premises being offered by the Promoter to the Purchaser,

THE Purchaser/s agree and assures to pay a sum of **Rs. 2,25,000/- (RUPEES TWO LAKH TWENTY FIVE THOUSAND ONLY)** on demand and/or prior to taking the possession of the said Flat on account of or towards, legal charges, entrance fees and share capital, society formation charges, electric procurement, meter security deposit/electric cable charges, sub-station/Transformer charges, lift generator and its accessories and water

connection Deposit and charges, provisional outgoings for municipal Taxes, water bill, common electric expenses, Development Charges, balcony enclose Charges & other charges payable to Municipal Council.

IT is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be the essence of this contract. All the above respective payments shall be made within 7 days of the Promoters sending 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 at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters.

3. **THE** Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

4. **THE** Promoter hereby declares that they have utilized the floor space index as mentioned in the approved plan and the Promoter has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoter intends to consume balance F.S.I. and further to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his/her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection / hindrance and will render sincere cooperation for the Promoter to consume and avail the Transfer of Development Rights and/or staircase Floor Space Index along with other increases and incentives in floor space and complete the additional construction as per the plans and permissions granted by the Municipal Council.

5. **THE** Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Cooperative Society/Corporate Body to be formed by the purchasers of the Flats / Shops / Unit / office in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on

the execution of a conveyance of the said property by the Promoters in favour of the said Society.

6. **THE** Purchaser agrees to pay an interest at the rate specified under the Real Estate (Regulation & Development) Act 2016 and any rules, regulations or orders issued under the said Act and applicable in state of Maharashtra,to the **PROMOTER,**on all the amounts which becomes due and payable by the Purchaser to the **PROMOTER** under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the **PROMOTER**.

7. **ON** Committing default by the Purchaser in payment on due dates of any amount due and payable by the Purchasers to the Promoters under this agreement including his/her proportionate share of taxes levied by the local concerned Authority and other charges and expenses outgoings claimed by the Promoters and on the Purchaser/s committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this Agreement.

PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 15 days prior notice in writing of the Promoters intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which they intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice (reasonable time is agreed by both the parties as 15 days from the day of notice).

PROVIDED further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s the earnest money and all other amounts which may till then have been paid by the Purchaser/s to the Promoters after deducting an amount equal to 20% of the amount paid by the Purchaser or 10% of the total cost price of the flat/shop whichever is higher, as liquidated damages and but the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters by Bank Draft/Pay-slip at the address given herein under postal certificate post or by Registered A.D. post or by courier service as the Promoters may deem fit. The Promoters herein shall refund the said amount only after the sell of the said flat and execution and registration of the Deed of Cancellation by the Purchaser herein. The Promoters shall be at liberty to dispose off and sell the flat/unit to such person and at

such price as the Promoters may in their absolute discretion deem fit.

8. **THE** fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the Annexure "A" annexed hereto.

9. **THE** Promoters shall give possession of the said premises to the Purchaser or his / her / their nominee or nominees on or before **December - 2018,** If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser/s the amount already received by him in respect of the premises with interest at the rate specified under the Real Estate (Regulation & Development) Act 2016 and any rules, regulations or orders issued under the said Act and applicable in state of Maharashtra, They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other unit on the aforesaid date, if the completion of building in which the said flat/shop/other unit is situated is delayed on account of :-

i) non-availability of steel, cement other building materials, water or electric supply or labour;
ii) war, civil commotion or Act of God;
iii) any notice order, rule, notification of the Government and / or other public or competent authorities.

The Allottee 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 Allottee the entire amount received by the Promoter from the allotment within 30 days from that date.

10. **THE** Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

11. **THE** Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted to the Purchaser by the Promoter only as per the prevailing rules, regulations, and bylaws of the concerned authorities.

12. THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and hand over to the Promoters. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

13. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises in the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number of buildings in the said property undertaken by Promoters, the execution of the conveyance may be delayed and the Purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.

14. THE Promoters shall if necessary become a member of the society in respect of the Promoters' rights and benefits conferred herewith or otherwise. If the Promoters transfer, assign and/or dispose off such rights and benefits at any time to anybody, such assignee, transferee and/or purchasers thereof shall become the members of the society in respect of the said rights and benefits. The Purchaser/s herein and the society will not have any objection to admit such assignee or transferee as the members of the society and shall not charge any fees or other amounts therefore.

15. THE Promoters may complete the said building or any part thereof or floor and obtain part occupation certificate thereof and give possession of Flat therein to the acquirers

of such Flat and the Purchaser herein shall have no right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser takes possession of Flat in such part completed and or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Flat are, the said building or any part thereof the Purchaser is aware that such construction will cause inconvenience to the Purchaser, and agrees and assures to the Promoters that the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/their or any other person/s.

16. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land from the date of grant of occupation certificate as well as the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop / unit / office and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs. **1800/- per flats** per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions there from for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co- operative Society or as the case may be.

The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

17. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.

18. **THE** Promoters hereby declare that the said premises is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

19. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.

20. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause. The Purchaser hereby agrees that he/she will not keep any things including pots of plants, gas cylinders, weather sheds, etc. at the outer surface or the exterior side of the building so that the building elevation, ambience, aesthetic, and dignity of the building doesn’t spoil and further, will not do such acts which will damage/ harm the building, elevations and paint of the building.

21. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

22. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises. The Purchaser shall keep the partition walls, sewer, drains, pipes in the said premises and appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or hammer or break or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.

The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions should not affect the flat / shop / unit / office agreed to be purchased by the Purchaser.

23. 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.

24. 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.

25. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or ottas.

26. THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the

Purchasers of flats in the building in proportion to the floor area of their respective premises.

27. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safe-guarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

28. NOTHING contained in this agreement is intended to be nor shall the same be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim and right, save except in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces (open or closed), stilts, lobbies, staircases, terraces, recreation space, society office, club house etc., shall belong to and will remain the property of the Promoters only who are entitled to sell the same until the said land and the said building is transferred to the co-operative society as herein before mentioned with liberty to reserves from amongst them as per requirement but subject to the rights of the Promoters under this agreement. The Promoters have all rights, powers and authorities to sell any premises, units, terraces, parking paces except the flats/unit allotted to the Purchasers under this agreement and the Purchaser has no objection for the same and will not raise any objection thereto.

29. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.

30. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in 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 stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and

other outgoings in accordance with the terms and conditions of this agreement.

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

32. ALL costs, charges and expenses, penalties, Sales-Tax, Service-Tax if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance, or instrument of transfer, lease assignment deed and other documents and the formation, registration or in Council of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such co-operative society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance or instrument of transfer, lease assignment deed and other documents at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoters a sum of which will be worked out at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance or instrument of transfer, lease, assignment deed and other documents in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats/shops/units/office in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance or instrument of transfer, lease assignment deed and other documents in favour of the Co-operative Housing Society/Condominium of Apartments.

33. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his / her / their address as specified hereinabove.

34. THE Purchaser shall permit the Promoters and his / her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property

and premises or any part thereof to view and examine the state and condition thereof.

35. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.

a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terraces, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will notraise any objection of whatsoever nature. The stilt, terraces on any floor and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.

b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

36. IT is specifically agreed and understood by and between the Promoters and the Purchaser/s of the premises (the other premises buyers having signed and executed an agreement similar and incidental to this one) if for any reason the Municipal Council on the basis of its policy do not give regular water supply to the building though ready for occupation for certain time as per Municipal Council's time schedule and if on humanitarian ground the Promoters allow the Purchaser/s and/or any other premises, buyer (at the sole discretion of Promoters alone) to obtain a temporary water connection from Municipal Council on humanitarian ground on their own name at

their own risk,cost and expenses then and in that event all costs, charges and expenses in respect of obtaining and maintaining or renewal of such temporary water supply shall be borne and paid by the Purchaser/s and the other premises buyers proportionately from time to time till proper authorized regular water supply is made available to the said building by the Municipal Council, In the event for the purpose of furnituring, the Promoters on the request of the Purchasers gives temporary possession before obtaining occupation and water supply, the Purchaser so taking possession shall pay and contribute such charges, outgoing as the Promoters deem fit.

37. THE Purchaser do hereby agrees and confirm that he/she has purchased the flat/shop/units/office only after seeing the place and noticing the situation of surroundings and satisfied himself/herself/themselves with it. Any noise problem is arising in future because of the commercial upcoming or change in aviation route or due to any other reasons, the Purchaser will not raise any objection against the Promoters or do anything against the Promoters nor do anything to held the Promoters responsible for it.

38. THE Purchaser shall not claim any deduction in the cost of his/her/their flat on account of deletion of any item of construction as per his/her/their requirements, of the Purchaser in his/her/their flat.

39. IF additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.

40. THE Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats/shops/other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he/she/they shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the Purchasers without there being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the Purchaser. In case if the Promoters have agreed to do any additional extra work for the Purchaser, the Purchaser shall make the payment within 7 days from the date when the Promoters give the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters, then

the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.

41. THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.

42. THE Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. In the event of any land of the said entire land being notified for setback, D.P. Road, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.

43. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale, service or value added tax or otherwise either as a whole or in part, in connection with this transaction are liable to be tax, or Service Tax or Value added tax is liable for such transaction the same shall be payable by the Purchaser along with the other purchasers of the building on demand at any time.

44. IN the event of the Society is being formed and registered before the sale and disposal by the Promoters of all the Flats, stilt and other spaces, garages, gardens, terraces, compounds and car parking spaces in the said building and in the compound, the power and authority of the Society so formed or of the Flat holders and the Purchasers of flats and other spaces and car parking spaces shall be subject to the overall authority and control of the Promoters. In respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold Flats, stilt, terraces, compounds and other spaces, hoardings and car parking spaces and the disposal thereof.

The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold Flats, hoarding spaces and/or car parking spaces, terraces. In case of the conveyance is executed in favour of the Co-operative Society before the disposal by the Promoters of all the Flats, then and in such event the Promoters shall join in as the Promoters/members in respect of such unsold Flats and as and when such Flats are sold to the persons of their choice and at the discretion of the Promoters, the Co-operative Society shall admit such Purchaser/s of Flat/s as members/s without charging any premium or any other extra payment.

45. THAT the Purchaser shall at no time demand partition of their interest in the said **SCHEDULE** hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the **SCHEDULE** hereunder written and the building and land is impartibly and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Real Estate (Regulation and Development) Act, 2016

46. IT is agreed and understood between the parties that and the Purchaser aware that there are several buildings to be constructed on the said property and that the Promoters will be carrying on the construction and completing the buildings in phase-wise manner and that as and when the buildings are completed, the entire flats there in are sold out, the cooperative housing societies of such buildings from time to time and accordingly the conveyances of the portions of land on which the buildings are constructed will be conveyed to such respective cooperative societies and it shall be at the sole discretion of the Promoter to form such societies and to execute the conveyance/s thereof and such fact is being brought to the clear knowledge and notice of the Purchaser herein and the Purchaser has granted his/her express and irrevocable consent for the same and agree and assure to grant his/her sincere and utmost cooperation in formation such cooperative housing societies and its conveyances thereof and shall not raise objection, hindrances and claims of any nature whatsoever.

47. NOTWITHSTANDING any other provisions of this agreement the Promoters shall be entitled at their sole and absolute discretion:

a) To form a separate/combined co-operative housing society or limited company or condominium of apartment or any other 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 areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any 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 its 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 from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.

48. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant of such terrace/garden shall not enclose or cover the said terrace/garden without the written permission of the Promoters and/or the Society or such body formed, as the case may be and Municipal Council and other concerned authorities.

49. IT is specifically declared that the if the Promoters provides the facility of borewell then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of borewell water and use of such borewell water by the Promoter for construction of other buildings in the adjoining properties.

50. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for

and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsibility of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.

51. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters / Builders of all the persons in the said building, the power and authority of the society 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/Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

52. 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.

53. THE Purchaser shall lodge at his own costs as to the registration charges for registration within seven days of the date of this agreement and shall intimate the Promoters / Builders within 7 days from the date of lodgement and serial number under which the same is lodge for registration with xerox copy of receipt in order to enable the Promoters / Builders to admit the execution of the same.

54. THE terraces on any floor, stilt, basement and garage if any, shall always be the property of the Promoters / Builders and the Promoters / Builders have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.

55. THE Promoters / Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

56. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office / units as well as the water meters will be in the name of the Promoters herein and the Purchasers and / or their society shall get

the same transferred in their favour and the Promoters herein will grant the no objection as and when required.

57. THE Promoters have clearly brought to the knowledge and notice of the Purchaser herein that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the said property and the Promoters have further brought to the notice and knowledge of the purchaser herein that during the course of the scheme of construction, the Promoters will acquire, use, utilise the transferable development rights and increases in the Floor Space Index from time to time and the 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. 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.

58. THE Purchaser herein is aware that the property under this Agreement has described in the **SCHEDULE "A"** hereunder written and therefore the said property shall always be the subject matter of this Agreement and except this property the Promoters herein shall always entitle to deal with the remaining property and the Promoters herein shall deal with and /or dispose of and/or develop the said property either in their own name and/or in Joint venture and/or in any such manner as they deem, think, fit and the Purchaser herein has given his/her/their irrevocable consent for the same.

THE Builders/Promoters herein shall have absolute right and/or authority to amend, alter and/or revise the building plan/s from time to time, as the Builders/Promoters have purchased and/or agreed to purchase the additional adjacent land/s and therefore there shall be increase in the number of buildings and/or tenements. However, the entire scheme shall be called as **"SHASHWAT PARK"**.

THE entire scheme is divided into two parts/phases because of D.P. Road. However all the purchasers of the entire scheme shall become member of the Society/Societies and shall use, enjoy the common facilities such as garden, club house, society hall, gym, library, borewells, etc. The Purchaser herein along with other purchasers shall contribute for the upkeep and maintenance of the such garden, club house, society hall, gym, library and other incidental facilities, etc., by forming Apex Body of all the societies.

59. THE Promoters have also shown to the Purchaser the entire layout of the said property, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., and in such eventuality the transfer of the land shall not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed on the said property and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.

60. THE Promoters have explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common organization or Apex / Federal Society will be formed by the Promoters which may be found feasible and suitable in the circumstances. After the sale of all the premises and completion of development of the said property in all respect and if feasible, the Promoters will convey, transfer and assign the lease of the said property with the building in favour of the co-operative housing society formed by the Purchasers of all the buildings and if not possible then conveyance and assignment of lease of the said property with the building will be executed in favour of Federation of all the societies if formed as the Promoters may at their discretion deem fit.

61. THE Purchaser has seen the layout of the proposed building complex, provisions for annexed buildings, further expansion etc. 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 complex and accordingly the

Purchasers of the premises in the said complex 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.,

62. IT is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal Council then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the municipal Council for such additional construction shall be paid by the Promoter. The Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

63. IN the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.

64. 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 licence agreement in respect of the premises allotted to the purchaser.

65. AFTER the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Promoter shall not be in any manner be liable or responsible for the same and for any damage caused to the building.

66. 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 cooperative housing society of all the flats / shops 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.

67. THE Purchaser/s hereby declare and confirm that he/ she/they 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 Promoters to the Purchaser/s as regards the amalgamation of the said property with the other adjacent and abutting lands and with the full, clear knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Council 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, utilize, 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 floor space index on the said land.

68. **THE** Purchaser/s agree and undertake to observe, abide by and comply with all the terms, conditions and stipulations of all exemptions orders, scheme, building permission, sanctions, approvals, NOCs etc., that have been granted or sanctions and which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise, including making payment of all amounts, charges, expenses, deposits etc., whether refundable or not.

69. ALL terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builders/Promoters herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over o the said organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.

70. IT is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Purchaser/s in respect of the flat, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their rights, title and interest in the said building and/or in the said property or any part thereof or open land surrounding the said building and give them as open parking space or in any other manner they deem fit including to assign and/or give on lease or sub-lease or including any portion or portions or the said property and the same shall be binding on the Purchaser/s.

71. **IT** is expressly agreed that the Promoters shall be entitled to put hoardings 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 authorized 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, 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 limited company shall not raise any objection thereto.

73. THE Promoters have reserved its right to allot the terrace area of the premises above lift well for the purpose of installation of mobile link towers or B.T.S. equipments and the Purchaser is aware of the same and has granted express and irrevocable consent for the same and has granted express and irrevocable consent for the same. The Purchaser or his/her nominees shall not be entitled to claim any compensation or any part of the revenue accrued from the same nor be entitled to levy any maintenance charges for using the said facility. The Purchaser herein has granted his/her/their express and irrevocable consent to the Promoters and their agents, representatives' activities for setting up, maintaining and up-keeping of such mobile installations, equipment and for that purpose have allowed and permitted them to carry out the cabling, wiring and fixing up of wires, installations, equipment in and through the said building/land and every part thereof.

74. IN the event of any land of the said entire land being notified for setback, D.P. Road, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.

75. **THE** Purchaser will immediately on receipt of possession of said Flat at his own costs and expenses get the said Flat property insured including for theft, earthquake, storm and fire.

76. **THE** Promoters will provide pipeline, overhead water tank underground water tank and water connection to each flat as per the norms rules and regulations of Municipal Council and will obtain occupation and water connection. Thereafter if there is any shortage in water supply for any reason whatsoever the Promoters shall not be responsible for the same.

77. **THE** Purchaser shall not be entitled to claim partition of his/her Share in the said property and/or the said Building and/or the said Flat and the same shall always remain undivided and importable.

78. **THE** Transfer Deed and all documents shall be prepared by the Advocates of the Promoters and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations, and additions therein as the Promoters may deem fit and proper and other clauses which they think necessary and desirable.

79. **IT** is clearly brought to the notice of the Purchaser and the Purchaser is made aware that Government has imposed service tax and value added tax and therefore the Purchaser herein is entirely liable and responsible to bear and pay the such taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser agree and assure to pay the same without any delay.

80. **IT** is clearly brought to the notice of the Purchaser and the Purchaser agree and undertake that at the time of the Purchaser transferring his flat to any intending purchaser and on grant of no objection certificate by the Promoter, the Promoter will incorporate a clause stating that all the covenants, terms and conditions as mentioned in this agreement shall always be binding upon the intending purchaser / transferee.

81. **PROVIDED** and **ALWAYS** that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Promoter. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.

82. **THIS** agreement shall, to the extent they are statutory, always be subject to the provisions contained the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder and any other provisions of Law Applicable thereto.

SCHEDULE

ALL THAT PIECE AND PARCEL OF N.A. LAND, lying and situate at Village Walivali, Tal. Ambernath, Dist. Thane, within the limits of **KULGAON BADLAPUR MUNICIPAL COUNCIL** and also within the limits of registration District Thane, Sub registration District Ulhasnagar bearing Gut No. 76, Hissa No. 1/1, area admeasuring about 2700 Sq. Mtrs.

SCHEDULE "A"

Flat, being **Flat No. .....** on **..... floor** in Building No. **"P",** area admeasuring **..... Sq. Mtrs**. Carpet "carpet area" means the net usable floor area of an apartment, excluding the area **covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee,** but includes the area covered by the internal partition walls of the apartment. in the building scheme of "**Shashwat Park**", situated at Village Walivali, Tal. Ambernath & Dist. Thane, within the limits of Kulgaon Badlapur Municipal Council and also Within the limits of Registration District Thane and Sub-Registration District Ambernath, bearing Gut No. 76, Hissa No. 1/1, as shown in the plan annexed hereto out of the aforesaid property and the land under the said building together with all common easementary rights of internal road/s, drainage lines, water pipe lines and also to use and enjoy all the common facilities /area such as Garden, Club House etc.

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 Promoters
M/s. Shashwat Homes PAN. AAZFS7695C
a partnership firm,
through its partner

MR. LAXMAN ARJUN VISPUTE ----------

SIGNED & DELIVERED
by the within named Purchaser/s

1.MR..... .....
PAN .....

2.MRS..... .....

WITNESS:

1.

2.

RECEIPT

RECEIVED WITH THANKS FROM THE] I SAY
WITHINNAMED PURCHASER THE SUM OF] RECEIVED
₹. ...../- (RUPEES .....]
..... ONLY) paid]
by Cheque/s being the part price/consideration]
in respect of the sale of the flat hereinabove]
mentioned. **] Promoters**

Annexure "A"

Copy of the Certificate of the title issued by the advocate.

Annexure "B"

1) Copy of extract of village, Forms VII and XII and copy of City Survey Property Card.
2) Copy of Building permission.
3) Copy of NA order.

ARE ENCLOSED HEREIN NEXT PAGES

Annexure "C"

Copy of part plan showing the premises (which is subject of this agreement to sale) from sanctioned building plan.

Annexure - "D"

COMMON SUPER SPECIFICATIONS & AMENITIES

ANNEXURE –
D-1
INTERNAL AMENITIES

1. Good quality vertified 2'0"x2'0" flooring tiles in all rooms with skirting.
2. For toilet & bathroom 12"x12" flooring tiles will be provided & full height wall will be provided with tiles upto loft height.
3. W/C will be provided with Orissa pan with all necessary fittings & fixtures.
4. Concealed plumbing work with good quality CPVC pipes. Adequate tap point will be provide at W/C, bath & kitchen.
5. Wash basin will be provided with necessary drainage arrangement.

6. Black granite kitchen platform with good quality stainless steel sink will be provided, Gazed tiles provided above kitchen platform upto loft bottom level.
7. Green marble finishing will be provided on all window opening. Anodized aluminum sliding window will be provided.
8. Main door frame is of Red maranti. Main entrance door & bed door will be solid core flush door. w/c & bathroom will be provided with backelite sheet door.
9. Concealed electric fitting with all necessary electric point.

ANNEXURE – D-2
EXTERNAL AMENITIES

1. Earthquake resistance RCC framed structure.
2. 6” brick work external wall & 4” brick work internal wall.
3. Double coat external plaster & internal surface will be finished with gypsum or plaster.
4. Brick masonry compound wall plastered with single coat will be provided around the structure.
5. Underground & overhead water tank will be provided with requisite capacity.
6. Cement based waterproofing treatment will be provided for terrace area.
7. External drainage line will be provided in PVC pipe.

8. External surface around the building will be finished with cement mortar.
9. Good quality lift with power back up will be provided.
10. Decorative entrance lobby.
11. Internal paving & pathway will be provided.
12. Pocket garden will be provided.
13. Rain water harvesting will be provided.

LIST OF ANNEXURES-

ANNEXURE - A = Copy of the Certificate of the title issued by the advocate.
ANNEXURE - B = Copies of Property Card/7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.
ANNEXURE - C1 = Copy of Building permission /Commencement certificate
ANNEXURE - C2 = Copy of the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter
ANNEXURE - C2A = Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the promoter in his registration
ANNEXURE - C3 = Copy of clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.
ANNEXURE -D = Copy of the plans and specifications approved by the concerned local/planning authority.
ANNEXURE - E = Copy of floor plan of the said apartment.
ANNEXURE - F = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)