AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbra, Dist. Thane, on this _____ day of _____, 20_____ BETWEEN:- **MESSRS. SEHER REALTY**, a Partnership Firm, registered under the provisions of the Indian Partnership Act, 1932 and having its address at Survey No.69, Hissa No.3, situated at Village Sonkhar (Mumbra), Tal. & Dist. Thane 400 612, hereinafter called and referred to as the **"DEVELOPERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their Partner/ Partners for the time being consisting the said firm, their successors, administrators, executors and assigns) of the **ONE PART**.

A N D MR./MRS._____
_____
_____,
_____,

Age _____ years, Indian Inhabitant, having his/ her/ their residential address at _____
_____
_____,
hereinafter called and referred to as the **"PURCHASER/S"** (which expression shall unless to be repugnant to the context or meaning thereof, mean and include his/ her/ their heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS:-
The following property is owned by:-

A. MR.IRSHAD AHMED MUNIR KHAN situated on the land:-
plot of land bearing Survey No.69/3 admeasuring about 32.01 Gunthas equivalent to 3210 sq. mtrs., Survey No.68/3, admeasuring about 3.10 Gunthas, equivalent to 310 sq.mtrs, total land admeasuring 35.11 gunthas equivalent to 3511 sq.mtrs, lying, being and situate at Village Sonkhar (Mumbra), Dist. Thane, within Registration District and Sub-District of Thane, under the Revenue Record of Sub-Registrar, Thane, (hereinafter referred to as the **"said property"**), as per **Annexure "A"**, annexed herewith.

B.(i) The said property has been owned and occupied by the said Owner as absolute owner in his name and his name has been entered in to 7x12 abstract by Talathi Saja, Mumbra in Mutation records.

B.(ii) The above Land Owner alongwith MR.MOHAMMED MUNIR JAMANTULLAH KHAN are the partners in respect of M/s. SEHER REALTY and by virtue of Supplementary Deed of Partnership dated 30th November, 2023 have admitted new and additional partner in their firm i.e. 1)MR.IRSHAD AHMED MUNIR KHAN, 2)MR.MOHAMMED MUNIR JAMANTULLAH KHAN, 3)MR.AMJAD AMIRULLA KHAN, 4)MR.MOHAMMED HUMAYUN SHAIKH, 5)MR.ARIF ALI AZIZ MULANI, 6)MR.NOOR MOHAMMAD DOST MOHAMMAD KHAN, 7)MR.NADEEM ALTAF SHAIKH & 8)MR.MOHAMMED ZAHID MOTANI.

C. The title of the Developers, in respect of the development of the said property, had been investigated by the Developer's Advocate MR. ABDUL RAHIM KHAN, who has issued the Title Certificate, as per **Annexure "B"** hereto.

D. In this context, the Developers seized and possessed of and otherwise well and sufficiently entitled to the said property for its development.

E. 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"**.

F. The authenticated copies of the plans of the Layout as proposed by the Developers 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"**.

G. The said land owner applied to the Assistant Director, Town Planning Office, Thane Municipal Corporation, Thane for sanction of the plan of the said property to construct multi-storied building/s and the said authority has issued its permission and sanction plan vide their letter **V.P.No.S09/0129/123/TMCB/ TDD/00/P44/P/C/2023/AUTODCR dated 22.12.2023** in favour of land owner, the same has been annexed and marked as **Annexure "C-3"**.

H. The authenticated copies of the plans and specifications of the flat/unit/premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "D"**.

I. The specifications, fixtures, fittings and amenities to be provided by the Developers for the flat/unit/premises is annexed and marked with **Annexure "E"**.

J. The said property is accessible from the Mumbra Kausa link road as per the Plans and specifications sanctioned by Thane Municipal Corporation and marked on the location plan. The private Access road/layout road, electric sub stations, water mains, sewers, Recreational Ground etc, in the said layout plan shall be for common use to the entire development of the said property in keeping with the terms of the plans sanctioned by Thane Municipal Corporation and its offices from time to time and in accordance with the restrictions or covenants to be performed and observed by the Developers for the benefit of the said property and its development.

K. The Developers herein have undertaken to develop the said property by constructing building/s and the same to be most popularly known as **"AL MAWADAH RESIDENCY"** consisting of six buildings to be known as **Bldg. No.1, Bldg. No.2 & Bldg. No.3**, **Bldg No.4, Bldg No.5 & Bldg No.6**, (hereinafter referred to as the **"said buildings"**) on the said property, consisting of residential flats, shops, community hall/ parking space etc., in accordance with the plans and specifications sanctioned by the Town Planning Department of Thane Municipal Corporation, Thane.

L. The Developers have commenced the development work on the said property as one single Project, as per proposed layout, which is more particularly described in the Schedule hereunder written for residential and commercial use, consisting of three buildings of **Ground Floor/Stilt + 7 Upper Floors**, ("PROJECT").

M. The Developers have appointed M/s. Right Angle Architect, as their Architects and have entered into an Agreement with them, who have registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

N. The Developers have appointed M/s. S. S. Cons., as structural Engineer for the purpose of preparation of the structural design and drawings of the buildings to be constructed on the said property and the Developers have accepted the professional supervision of the Architect and the Structural Engineer till the entire Project is completed in all respects as per the sanctioned plans.

O. On Demand from the Purchaser/s, the Developers have given inspection to the Purchaser/s of all the documents of title relating to the Project Property and the plans, designs, and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016, the Rules and Regulations made thereunder.

P. The Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra, at **No.P_____**; authenticated copy is attached in **Annexure "F"**.

Q. The Developers have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said buildings 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 buildings.

R. 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 Developers while developing the project land and the said buildings and upon due observance and performance of which only the completion or occupancy certificate in respect of the said buildings shall be granted by the concerned local authority.

S. The Developers have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

T. The Purchaser has applied to the Developers for allotment of a Flat/Shop No._____ on _____ Floor in **"AL MAWADAH RESIDENCY"**, Building No._____, situated in the building being constructed on the said property.

U. The carpet area of the said flat/shop is _____ square meters and “carpet area” means the net usable floor area of a Flat/shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat/shop for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the flat/shop.

V. 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;

W. Prior to the execution of these presents the Purchaser has paid to the Developers a sum of Rs._____ (Rupees _____ _____) only, being part payment of the sale consideration of the Flat/shop agreed to be sold by the Developers to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developers both hereby admit and acknowledge) and the Purchaser has/have agreed to pay to the Developers the balance of the sale consideration in the manner hereinafter appearing.

X. Under section 13 of the said Act the Developers are required to execute a written Agreement for sale of said Flat/shop 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 Developers hereby agree to sell and the Purchaser hereby agrees to purchase the Flat/shop and the garage/covered parking(if applicable).

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

1. The Developers shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developers shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the flat/shop of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a). The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser Flat/Shop No._____ carpet area admeasuring _____ sq. metres on _____ Floor in the building **"AL MAWADAH RESIDENCY"**, 'Building No._____, (hereinafter referred to as the **"said premises"**) as shown in the floor plan thereof hereto annexed and marked **Annexure "D"** for the total consideration of Rs._____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b). The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser covered parking spaces bearing Nos.____ situated at _____ basement and/or stilt and/or ____ podium being constructed in the layout for the consideration of Rs._____.

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_____) 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 upto 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 may be 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.

1(d). The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of Goods & Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developers) up to the date of handing over the possession of the flat/shop.

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 Developers undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers 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 Developers 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 Developers. If there is any reduction in the carpet area within the defined limit then Developers 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 Developers 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(a) of this Agreement.

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

2.1 The Developers hereby agree 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 said premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said premises.

2.2 Time is essence for the Developers as well as the Purchaser. The Developers 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Developers hereby declare that the Floor Space Index available as on date in respect of the project land is 8976.84 square meters only and Developers have planned to utilize Floor Space Index of 2923.16 sq. mtrs. 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 Developers have disclosed the Floor Space Index of 11900 sq. mtrs., as proposed to be utilized by them on the project land in the said Project and the Purchaser has agreed to purchase the said premises based on the proposed construction and sale of said premises to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only. However the Purchaser shall not have any objection for the Developer to purchase the additional FSI/TDR and load the same over the said property and the said project.

4.1 If the Developers fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Developers agree 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 Developers, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Purchaser to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developers.

4.2 Without prejudice to the right of Developers 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 Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Developers shall at their own option, may terminate this Agreement: Provided that, Developers 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 Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to

the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers) within a period of thirty days of the termination, the instalments of sale consideration of the said premises which may till then have been paid by the Purchaser to the Developers.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developers in the said building and the Flat/shop as are set out in **Annexure "E"**, annexed hereto.

6. The Developers shall give possession of the Flat/shop to the Purchaser on or before 31.12.2028. If the Developers fails or neglects to give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid. Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of flat/shop on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession:-** The Developers, 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 3 (three months from the date of issue of such notice and the Developers shall give possession of the said premises to the Purchaser. The Developers agree and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Purchaser agree(s) to pay the maintenance charges as determined by the Developers or association of Purchasers, as the case may be. The Developers 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 Developers to the Purchaser intimating that the said premises is ready for use and occupancy:

7.3 **Failure of Purchaser to take possession of flat/shop:-** Upon receiving a written intimation from the Developers as per clause 7.1, the Purchaser shall take possession of the Flat/shop from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the Flat/shop 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 Developers any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of residence/office for carrying on any business. He/She/They shall use the garage or parking space only for the purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s)s of premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developers 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Purchaser, so as to enable the Developers to register the common organisation 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.

9.1 The Developers shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developers and/or the owners in the said structure of the Building or wing in which the said premises is situated.

9.2 The Developers shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developers and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Developers to the Purchaser that the Flat/shop 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 flat/shop) 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 Society 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 Developers 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 Developers provisional monthly contribution per month towards the outgoings. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a 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 Developers to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Developers, the following amounts:-
(i) Rs. 600/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
(ii) Rs.5,000/- for formation and registration of the Society or Limited Company/Federation/Apex body.
(iii) for proportionate share of taxes and other charges/ levies in respect of the Society or Limited Company/Federation/Apex body
(iv) Infrastructure charges.
(v) for deposit towards provisional monthly contribution.
towards outgoings of Society or Limited Company/Federation/ Apex body.
(vi) for Deposit towards Water, Electric, and other utility and services connection charges &
(vii) for deposits of electrical receiving and Sub Station provided in Layout.

11. The Purchaser shall pay to the Developers a sum of Rs.5,000/-. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance 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 Developers, the Purchasers' share of stamp duty and registration charges payable, by the said Society 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 Developers, the Purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the

structure of the said property to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS

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

i. The Developers have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Developers have 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. 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 Developers have 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;

v. The Developers have the right to enter into this Agreement and have 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;

vi. The Developers have 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

flat/shop which will, in any manner, affect the rights of Purchaser under this Agreement;

vii. The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

ix. The Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

x. 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 Developers in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with the Developers as follows:-

i. To maintain the said premises at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said 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 flat/shop is situated and the flat 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 said 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 said 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/her/their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the flat/shop 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 said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the

said 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 said 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 work in the said premises without the prior written permission of the Developers and/or the Society or the 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 said 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 berth own 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 Developers within fifteen days of demand by the Developers, his/her/their 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 said premises is situated.

viii. 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 Flat by the Purchaser for any purposes other than for purpose for which it is sold.

ix. 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 said premises until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 flats/shops 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said 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.

xi. Till a conveyance of the structure of the building in which the said premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Developers 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.

15. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 Allotee shall have no claim save and except in respect of the said 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 Developers until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developers executes this Agreement he shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Flat.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Developers does not create a binding obligation on the part of the Developers 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 Developers. If the Purchaser(s) fails to execute and deliver to the Developers 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 Developers, then the Developers 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.

19. 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 Flat as the case may be.

20. RIGHT TO AMEND

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

21. 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 flat/shop, in case of a transfer, as the said obligations go along with the flat/shop for all intents and purposes.

22. 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.

23. 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 flat/shop to the total carpet area of the entire flat/shop in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

26. The Purchaser and/or Developers 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 Developers will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developers by Registered Post A.D. and notified e-mail ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser_____

_____

_____

Address:- _____

_____

_____

Notified e-mail ID:-_____

MESSRS. SEHER REALTY
Survey No.69, Hissa No.3, situated at Village Sonkhar (Mumbra),
Tal. & Dist. Thane 400 612.
Notified e-mail ID:- seherrealty23@gmail.com

It shall be the duty of the Purchaser and the Developers to inform each other of any change in address 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 Developers or the Purchaser, as the case may be.

28. JOINT PURCHASERS:- That in case of more thane one Purchaser/s, default notice, letters, receipts, demand notices shall be served under and by virtue of these presents to the first Purchaser/s mentioned on above address or any other address which shall be informed by the Purchaser/s from time to time in writing to the Developers.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

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

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

SCHEDULE "A"

ALL THAT piece and parcel of plot of land bearing Survey No.69/3 admeasuring about 32.01 Gunthas equivalent to 3210 sq. mtrs., Survey No.68/3, admeasuring about 3.10 Gunthas, equivalent to 310 sq.mtrs, total land admeasuring 35.11 gunthas equivalent to 3511 sq.mtrs, lying, being and situate at Village Sonkhar (Mumbra), Taluka & Dist. Thane, within Registration District and Sub-District of Thane, under the Revenue Record of Sub-Registrar, Thane, and bounded by as under:-

On or towards the East : 30 Meter wide D.P. Road

On or towards the West : Survey No.69 (part)

On or towards the North : Survey No.69(part)

On or towards the South : Survey No.69 (part)

SCHEDULE "B"

Being Flat/Shop No._____ admeasuring _____ sq. mtrs. (carpet area) on _____ Floor, in **"AL MAWADAH RESIDENCY"**, Building No._____, Village Mumbra, constructed under the properties above referred First Schedule lying, being and situate at Sonkhar (Mumbra), Dist. Thane 400 612, within the Registration and Sub-Registration District of Thane, as per the plans and specifications sanctioned and approved by the Thane Municipal Corporation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED by)
the withinnamed **"DEVELOPERS"**)

MESSRS. SEHER REALTY)
represented by its Partner/s)
_____)
_____)
_____)
_____)
_____)
_____)
_____)
in the presence of…….……)

SIGNED, SEALED AND DELIVERED by)
the withinnamed **“PURCHASER/S”**)
MR./MRS._____)
_____)
_____)
_____)
_____)
_____)
in the presence of……..)

1._____

2._____

R E C E I P T

RECEIVED of and from the withinnamed Purchaser/s MR./MRS._____
_____
_____,
a sum of Rs._____ (Rupees _____
_____)
as and by way of earnest money in Cash / Cheque No._____ Dated _____ Drawn on _____, as mentioned in the Agreement above to be paid by him/ her/ them to us.

I/WE SAY RECEIVED.
Rs._____
For **MESSRS. SEHER REALTY**

Partner/s.

Witnesses:-

1._____

2._____