

**THIS AGREEMENT** made at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN**

**TATA VALUES HOMES LIMITED** (Formerly known as **SMART VALUES HOMES LIMITED**), a Company incorporated under the Companies Act, 1956, having its registered office at 12th Floor, Times Tower, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, represented by its authorized signatory and hereinafter referred to as "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its affiliates, subsidiaries, successors and permitted assigns) of the **FIRST PART**;

**AND**

MR./MS. \_\_\_\_\_,  
Indian Inhabitant/s, residing at \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_, a company registered or  
deemed to be registered in India under the Companies Act, 1956, and having its registered office at  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932/Limited  
Liability Partnership Act 2008, and having its registered office at \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_, a public charitable trust registered under the Bombay Public  
Trusts Act, 1950, and having its registered office at \_\_\_\_\_  
\_\_\_\_\_,  
hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or  
meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs,  
executors, administrators and permitted assigns / in the case of a body corporate, its successors and  
permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time  
constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the  
last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time  
being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and  
administrators of the last survivor of them and their, his or her permitted assigns) of the **SECOND PART**.

The Promoter and Purchaser are hereinafter collectively referred to as the 'Parties' and individually as the 'Party'.

In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

**WHEREAS:**

- A The Promoter has vide Deed of Conveyance dated 8th March 2010 registered vide MVL- 01704-2010 is absolutely seized and possessed of and otherwise well and sufficiently entitled to several pieces and parcels of lands bearing 126/2, 133, 134/4C and 134/4A/2 collectively admeasuring 20.35 Acres or thereabouts along with all the trees, wells, and other easement rights, lights, plants, liberties, privileges, advantages situated at village Wadgaon, Taluka Maval and District Pune and more particularly described in **First Schedule** hereto and hereinafter for the sake of brevity shall be referred to as the "**Said Property**". A copy of the map / sketch of the Said Property delineated in bold boundary line is annexed hereto as **Annexure "A"**.
- (B) The Promoter being desirous of developing the Said Property, by having constructed buildings and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, commercial, and/or any other authorised user, together with provision of garages and parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transferring the same to prospective Purchasers, lessees and other transferees, at his own risk and responsibility.
- (C) The Promoter has entered into a standard agreement with its Architect, viz. Vishwas Kulkarni (hereinafter referred to as "the Architect"), who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said new buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said new buildings.
- (D) The Promoter shall be developing a residential complex proposed to be known as "La Montana" (hereinafter referred to as "the said complex") in a phased manner. The Promoter shall construct Club Houses, Retail Units, Health Care Centre and a School and may provide Landscaped Garden and Play Area however, the Purchase shall not be entitled to claim any aright in respect of the Retail Units, School and the land appurtenant thereto. The Purchaser shall be entitled to use the Club House, Play Area and Landscaped Garden subject to the rules, regulations / guidelines framed by the Promoter and / or the said Orgnization (defined hereunder) as the case may be.
- (E) The Promoter has got approved and sanctioned from the concerned local authority, being the NA Order of District Collector, PMA/NA/SR/213/12 dated 21-11-2012 annexed hereto and marked Annexure "**B**" & "**B1**" and "**B2**" (hereinafter referred to as "**the said local authority**") the plans, designs, specifications, elevations, sections and details of the said new buildings, and while approving and sanctioning the same the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Property and con-structing the said new buildings, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said new buildings shall be granted by the said local authority. The Promoter has under its said obligation, commenced construction of the said new buildings in accordance with the approved plans, designs and specifications.
- (F) The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s, of all the documents of title relating to the Said Property described in the First Schedule hereunder written, the plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**the said Act**") and the Rules made thereunder.
- (G) Copies of the Certificate of Title dated 5th March 2010 issued by **M/s. Dua Associates** being the Advocates and Solicitors of the Promoter, and the relevant Village Forms No. 7/12 showing the nature of the title of the Promoter to the Said Property described in the First Schedule hereunder

written on which the said new buildings are being constructed, and of the plan of the Flat agreed to be hereby purchased by the Purchaser/s which is approved by the said local authority, are annexed hereto and marked **Annexure "C" and "D"**

- (H) The Purchaser/s have applied to the Promoter for allotment to the Purchaser/s of Flat No. \_\_\_\_\_ (consisting of \_\_\_\_\_ Room Kitchen / \_\_\_\_\_ Bedroom Hall Kitchen including terrace), admeasuring \_\_\_\_\_ carpet area equivalent to \_\_\_\_\_ sq. mtrs. on the \_\_\_\_\_ floor (hereinafter referred to as "**the said Flat**") of the Building/Block No. \_\_\_\_\_ (hereinafter referred to as "the said building"), as shown in the Floor Plan hereto annexed and marked as **Annexure "E"** for the price of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only). alongwith the right to use \_\_\_\_\_ Covered/Stilt/Open / Stacked Car parking/s.
- (I) Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- (J) On or before the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), being part payment of the consideration payable hereunder as, Application Money (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Purchaser/s has/have agreed and undertaken to pay to the Promoter the balance of the agreed sale price in the manner hereinafter mentioned.
- (K) Under Section 4 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Flat, being in fact these presents, and such Agree-ment is required to be registered under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Promoter shall at its own cost and responsibility, construct the said new buildings in a phased manner (as mentioned herein) on the Said Property, in accordance with the plans, designs and specifications approved and sanctioned by the said local authority and which have been seen and approved by the Purchaser/s, with only such alterations, amendments, variations, modifications and/or additions thereto/ therein as the Promoter may consider necessary or as may be required by the concerned government/local authorities to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of such alterations, amendments, variations, modifications and/or additions which may adversely affect the said Flat of the Purchaser/s.

## **2. SALE:**

- 2(a) The Purchaser/s hereby agree/s and undertake/s to purchase and acquire from the Promoter and the Promoter hereby agrees to sell and transfer to the Purchaser/s, Flat bearing no. \_\_\_\_\_ (consisting of \_\_\_\_\_ Room Kitchen / \_\_\_\_\_ Bedroom Hall Kitchen including terrace) admeasuring \_\_\_\_\_ carpet area equivalent to \_\_\_\_\_ sq. mtrs. on the \_\_\_\_\_ floor of the said building/block No. \_\_\_\_\_ (hereinafter referred to as "**the said building**") as shown in the Floor Plan thereof hereto annexed and marked **Annexure "E"** , (hereinafter referred to as "**the said Flat**") for the price of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), alongwith the right to use \_\_\_\_\_ Covered / Stilt / Open /Stacked Car parking/s (hereinafter referred to as "**the said Car park**") to be earmarked and allotted during possession of the said Flat.

Further, the Promoter will construct Club House/s and certain internal roads (Collectively “**Internal Roads**”) usage of the same shall be governed by the provisions made hereunder in Clause 10 of this Agreement.

### 3. SALE CONSIDERATION

#### 3(A) PART PAYMENT:

On or before the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being part payment of the consideration payable hereunder as earnest money and the he Purchaser/s hereby agree/s and undertake/s to pay to the Promoter the balance amount of the agreed purchase price, being Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), in the manner as more particularly described in **Annexure “F”** hereto.

Last installment shall be paid within the due date as mentioned in the letter issued by the Promoter offering possession of the said Flat, irrespective of whether the Purchaser/s take/s possession thereof or not.

#### (B) TAXES:

- (i) The Purchaser/s hereby agrees that, the Purchaser/s shall be responsible and liable to pay both VAT (under Maharashtra Value Added Tax Act) and Service Tax and / or such other levies, statutory charges etc., as may be applicable on transfer and sale of said Flat by Promoter to the Purchaser. The Purchaser shall also be liable to pay interest/ penalty / loss incurred to Promoter on account of the Purchaser’s failure and / or delay to pay the VAT/ Service Tax and/ or such other levies, statutory charges etc. within the due date as mentioned in the demand letter issued by the Promoter, without assigning any reasons for the same.
- (ii) The Purchaser/s hereby agree/s that the Purchaser/s shall be liable to pay any taxes, levies, statutory charges imposed by Appropriate Authorities applicable to the transfer and sale of said Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (iii) It is further agreed by the Purchaser /s that the Purchaser shall before obtaining the possession of the said Flat pay the requisite amount of Value Added Tax, Service tax and any other tax (if applicable) for construction / sale of the Flat to Promoter.
- (iv) In addition to the above, the Purchaser further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of said Flat by Promoter to the Purchaser.

#### (C) ESCALATION IN PRICE:

If there is an increase in the cost of construction which beyond 20% (twenty percent) of the present cost of construction, material and labour hereunder written then such excess cost of construction proportionate to the said Flat shall be borne by the Purchaser.

- 4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be imposed by the said local authority at the time of approving and sanctioning the plans or thereafter, and shall before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local authority the Occupation and/or Completion Certificate/s in respect of the said Flat.
- 5. The Promoter hereby agree that they shall, before handing over possession of the said Flat to the

Purchaser/s, and in any event before execution of the Deed of Conveyance/Transfer of the Said Property and the said new buildings to be constructed thereon in favour of the said Organisation as defined in clause 15(a) herein below or the Apex Society, make full and true disclosure of the nature of their title to the Said Property and the said new buildings as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/party in, to or upon the Said Property and the said new buildings and shall as far as practicable, ensure that the Said Property and the said new buildings are free from all encumbrances and that the Promoter has an absolute, clear and marketable title to the Said Property and the said new buildings so as to enable the Promoter to convey to the said Organisation/Apex Society, such absolute, clear and marketable title on the execution of the Deed of Conveyance/Transfer of the Said Property and the said new buildings by the Promoter in favour of said Organisation/Apex Society.

**6. FAILURE / DELAY IN PAYMENT:**

- (i) It is expressly clarified, agreed and understood that time shall be of the essence in respect of the payment of each of the installments of the consideration and other amounts, deposits and outgoings payable by the Purchaser/s. Without prejudice to the Promoter's other rights and remedies, including its right to cancel and terminate this Agreement, as specified hereinafter, all overdue payments (including payments towards the consideration amount and towards all deposits, outgoings and monthly contributions) shall attract interest at 18% per annum.
- (ii) It is hereby further expressly clarified, agreed and understood that if for any reason whatsoever, the Purchaser/s delay/s or default/s in paying the simple interest in respect of any principal amount/s whatsoever payable under this Agreement (when executed) (payment of which principal amount/s has/have been made after the due date therefore), then the Purchaser/s shall be liable to pay interest as against the delayed amounts.
- (iii) In addition to the Purchaser/s liability to pay interest as mentioned hereinabove, the Purchaser/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Purchaser/s any amount/s or due/s whatsoever payable by the Promoter under this Agreement.
- (iv) All payments received will be first applied towards applicable taxes then the interest payable and then towards other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any as mentioned in 6 (i) above.

**7. FORFEITURE AND CANCELLATION:**

- (i) Without prejudice to what is stated hereinabove, if the Purchaser/s commit/s default in payment to the Promoter of any of the installments of consideration of any other payments to be made under this Agreement on their respective due dates, and / or in observing and performing any of the terms and conditions thereof, the Promoter shall be entitled at its sole option to cancel and terminate this Agreement, provided always, that the said right of cancellation and termination shall not be exercised by the Promoter until it has sent a written reminder to the Purchaser/s requesting them to make the balance payments, which are due and payable.
- (ii) Promoter shall not exercise the said right of cancellation of these presents without giving prior notice of the same. The purchaser shall be required to pay the due amounts within 60 (sixty) days after the due date and if the Purchaser fails to remedy breach or breaches (as mentioned in such notice) within 60 (sixty) days from the date of dispatch of such notice then the Promoter may in its sole, absolute and unfettered discretion may cancel these presents.
- (iii) Upon such cancellation the Promoter shall refund to the Purchaser the installment/s or part payment/s of the consideration, if any excluding forfeiture charges as stated in clause 7(iv). In

addition to the above the Promoter shall also forfeit the full amount of VAT / Service Tax or such taxes as may be applicable from time to time, collected / payable by the Purchaser up to the date of the forfeiture.

- iv) In case of such cancellation the Promoter shall deduct the following:
- a) Application Money paid by the Purchaser or the actual amount paid whichever is higher, subject to a maximum of 19.5% of the Sale Price as mentioned in the **Annexure F** here to and
  - b) Interest due upon such default calculated till the date of issue of termination letter, and
  - c) All taxes paid/ payable.
  - d) And any other charges

The Purchaser/s shall have no right, title, lien, claims or demands against the said Flat. All amounts paid by the Purchaser on various accounts will be refunded without any interest, compensation, and damages or otherwise, after deduction of charges as stated hereinabove.

- v) Upon the cancellation and termination of this Agreement, the Promoter shall be at liberty to sell or otherwise dispose of the said Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, unfettered and absolute discretion think fit and proper and the Purchaser/s herein shall not be entitled to raise any objection or dispute in this regard.
- vi) The Purchaser hereby agrees and undertakes to execute a Deed, Document or writing including the Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the Purchaser only upon the cancellation of this Agreement and / or receipt of the Cancellation Deed, Documents, and writings as aforesaid.
- vii) In the event of cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file Declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances.

## **8. TRANSFER OF PREMISES:**

- (a) The Purchaser cannot transfer the said Flat in favour of a third party for 12 (twelve) months from the date of allotment of the said Flat. Transfer of the said Flat may be permissible after 12 (twelve) months subject to approval by Promoter, who may at its sole discretion permit the same on payment of transfer charges @ 3% (three percent) of the sales price [taxes extra] and other administrative charges as may be fixed by the Promoter from time to time, subject to submission of inter alia affidavit/ undertaking/request for transfer or any other document and on such terms and conditions and guidelines as the Promoter may deem fit. Stamp duty as applicable on this transfer shall be paid by the transferor / transferee.

However, the Purchaser agree/s and undertake/s to

- i) pay the administrative charges as fixed by the Promoter;
  - ii) Register the Agreement for Sale in view of the changes by properly entering into Deeds/s documents and writings.
- (b) However, anytime during the 12 (twelve) months period as mentioned hereinabove, the transfer fees of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Purchaser/s and upon execution of such registered Agreement for Sale in respect of the said Flat, the parties to the Agreement for Sale should only join as parties in the Deed of Conveyance in respect of the said Flat. Further, it is agreed that the transfer in favour of the spouse or child, parents or brother or sister of the either Purchaser/s beyond the period 12 (twelve) months shall be subject to transfer charges as mentioned in the clause 8(a) above.

9. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and in the said building are those that are set out in **Annexure "G"** hereto.

**10. COMMON AREAS:**

(a) As provided herein above in Clause 2 (a) of this Agreement, and as expressly agreed by and between the Parties hereunder, the Internal Roads are intended for the use and benefit of the Purchasers and occupants of all the residential flats in the said new buildings and also for the use and benefit of the Purchasers and occupants of all the flats, premises, units, offices, shops, showrooms and other areas and spaces in the proposed new buildings to be developed on the Said Property (hereinafter referred to as the "**New Purchasers**").

It is further expressly agreed and understood by and between the parties hereto that the Purchaser/s herein and/or the said Organization/Apex Society of the said complex shall not at any time in perpetuity restrict the use of the Internal Roads to the New Purchasers. The Purchaser shall be entitled to use the common areas but shall not be entitled to claim any right in the club house and area appurtenant thereto, convenient store area. This condition shall always be the essence of this Agreement.

The Club House and the land appurtenant thereto, Landscape Garden Area, children's play area shall always remain the property of the Promoter till the Said Property is conveyed to the Organization (defined hereunder) on the completion of the development of the Said Property. The Purchaser/s shall abide by such rules and regulations for use of the Club House and Landscape Garden Area, children's play area as may from time to time be framed by the Promoter and/or the said Organization (defined hereunder) or such supervisory entity, as the case may be.

However, the Promoter and/or Organization (defined hereunder) shall be entitled to collect from the Purchaser/s the proportionate share of outgoings for the upkeep and maintenance of the Club House, Children's Play Area and the common areas in the Complex.

(b) **CLUBHOUSE DEVELOPMENT CHARGES:**

The Promoter is constructing Club Houses on the Said Property. The Purchasers herein shall be entitled to use the Clubhouses except the Clubhouse constructed for Phase I. Purchaser/s shall pay, Club House Development Charges and usage charges [taxes extra, if any] as prescribed from time to time and also abide by rules and regulations framed by the Promoter or the respective society/association of Apartment/Flat owner or to the Organization (defined hereunder) or its nominated agency for proper management of the Club House (as the case may be). The Club House Development Charges as mentioned herein are non-refundable and one time charges.

11. It is further expressly agreed and understood that the Club House on the Said Property, shall be used by the Purchaser/s occupiers of the said Flat /residential flats in the said new buildings and is for the exclusive beneficial use of the Purchasers/occupiers of the residential flats only and no other persons.

**12. POSSESSION:**

(a) The Promoter shall endeavor to give possession of the said Flat to Purchaser/s on or before \_\_\_\_\_ and subject to provisions of sub-clause (b), (c), (d) and (e) also force majeure circumstances and reasons beyond the control of Promoter (**Date of Possession**).

(b) In the event, possession of the said Flat is delayed beyond the date as agreed hereinabove inter alia for any reason mentioned, then the Promoter shall be entitled to extension of 2 [Two] months (Extended Date) for giving possession of the said Flat.

- (c) The Project may not have the infrastructure in place as on the date of booking or at handing over of possession, as the same is to be provided by the government /nominated government agency. Since this is beyond the control and scope of Promoter, therefore, Purchaser/s shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Flat in the Project.
- (d) The Promoter shall, after receipt of occupation certificate or any other certificate required for occupation of the said Flat, intimate the Purchaser/s in writing that the said Flat is ready for the occupation (“**Intimation**”). The Purchaser/s shall within 20 days from the Intimation make payment of the full amount due and payable for the said Flat as per the terms of this Agreement. Upon receipt of all amounts due and payable from the Purchaser/s as aforesaid, the Promoter shall inform the Purchaser/s in writing, thereby offering/inviting the Purchaser/s to take over possession of the said Flat (“**Offer of Possession**”). The Purchaser/s shall within a period of 45 days from the date of Offer of Possession, complete possession formalities by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Promoter may prescribe and complete the inspection of the said Flat. The Purchaser/s shall give at least 7 days prior intimation to the Promoter informing his intent to come for possession formalities. The Purchaser/s shall at the time of inspection take over the physical possession of the said Flat, however, in the event, any snags recorded during the inspection, the Promoter shall reasonably address the same within a period of 30 days, provided such observations are notified to the Promoter on the same day of inspection by the Purchaser/s and upon completion of 30 days, the Purchaser/s shall take over the possession of the said Flat, which shall be deemed to be the Date of Possession, irrespective whether the Purchaser/s has taken possession or otherwise.
- (e) In the event the Purchaser/s fails to take over the possession of the said Flat as mentioned hereinabove, then the same shall lie at his/ her/ their/its risk and cost and Purchaser/s shall be liable to pay 1.25 times of the maintenance charges from Offer of Possession till the Purchaser/s actually take the possession of the said Flat. The aforesaid 1.25 times of maintenance charges shall be over and above the interest payable for delay payments by the Purchaser/s under this Agreement. The aforesaid 1.25 times of the maintenance charges interalia includes any cost towards the maintenance of the said Flat.
- (f) If in the event of the Promoter failing to give possession of the said Flat to the Purchaser/s on account of reasons beyond the control of the Promoter and its agents as per the provisions of section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, and the Purchaser/s elects to cancel this Agreement for Sale then the Promoter shall be liable on demand by the Purchaser to refund to the Purchaser/s the amounts already received by it in respect of the said Flat (but excluding the amount of interest paid by the Purchaser/s for delayed payment of any installment or other payments), with simple interest at 9% (nine percent) per annum, from the date/s the Promoter received the amounts till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute as to whether the stipulations specified in section 8 of the said Act have been satisfied or not, will be referred to the Competent Authority as specified in the said Act, who will act as the Arbitrator.

PROVIDED THAT the Promoter shall be entitled to proportionate for giving delivery of the said Flat /s after the aforesaid date, if the completion of the said building in which the said Flat is to be situated is delayed on account of all or any of the following reasons:

- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, typhoons, hurricanes, storms, landslides, lightning, explosions, and other natural disasters or calamities;
- (ii) prolonged failure of energy, revocation of Approvals by, court orders/injunctions, change of laws, action and/or order by any statutory and/or Authority/ies, third party actions;
- (iii) political/public strikes or lock outs other than strikes initiated by the Promoter’s employees and or external agency/ies associated with the development of the Complex or acts of terrorism, civil commotion, sabotage, plagues etc.;





- 15 (a) Upon the construction of the said complex being completed in all respects as envisaged by the Promoter and upon the Promoter selling/transferring/allotting all the flats, units, premises constructed/provided in the said complex, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all the Agreements for Sale executed with all the Purchasers/transferees of all the flats, units, premises in the said complex, the Owners and the Promoter shall transfer to the said Organization/Apex Society (if a co-operative society or a limited company is formed), all its right, title and interest in the Said Property, and the Promoter shall transfer the said new buildings to the same, by executing the necessary Deed of Conveyance /Transfer of the Said Property (or to the extent as may be permitted by the concerned authorities) and the said new buildings in favour of the said Organization/ Apex Society. Such Deed of Conveyance/Transfer shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement, and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions as may be decided and determined by the Owners and the Promoter in their sole, absolute and unfettered discretion.
- (b) It is hereby expressly clarified, agreed and understood that neither the Purchaser/s nor the said Organization /Apex Society shall raise any objection or dispute, and/or claim any compensation, if the area permitted to be conveyed/ transferred by the authorities is at variance with or is less than the area of the Said Property as shown in the First Schedule hereunder written and/or as shown in the site plan annexed hereto, whether the same is consequent upon the amenity space and the reserved portions of the Said Property being handed over and transferred to the said local authority and/or other Government/ Local bodies or authorities, or any other reason whatsoever.
- (c) The Owners and the Promoter have informed the Purchaser/s that since the title documents of the Owner in respect of the Said Property described in the Fourth Schedule hereunder written pertain not only to the Said Property, but also to other lands and properties of the Owners i.e. the Larger Property, the Owners/Promoters shall retain the original title documents of the Larger Property with itself, and consequently, upon execution of the aforesaid Deed of Conveyance/Transfer, the Owners/Promoters shall therein give the usual covenant in favour of the said Organization/ Apex Society, that it shall, unless prevented by fire or some other inevitable accident, produce or cause to be produced the said original title documents to the said Organization/ Apex Society or to the Purchaser/s herein (whenever he/she/they/it so require/s), at the costs and expenses of the said Organization/ Apex Society or the Purchaser/s as the case may be, for the purpose of proving his/her/their/its title to this land or any part thereof.
- (d) The Promoter have also informed the Purchaser/s that in the event of the Promoter submitting the Said Property and the said new buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970, and consequently, forming a Condominium as per the provisions of that Act, the Owner and the Promoter shall not be required to execute the Deed of Conveyance/Transfer in favour of the said Organization/ Apex Society as mentioned in sub-clause (a) of this clause, but they shall execute the necessary Declaration, and the Deed/s of Apartment in favour of the Purchaser/s as per the provisions of that Act, and in such an event, all the other terms, conditions and provisions herein which apply/relate to such Deed of Conveyance/Transfer, shall also apply/relate to such Declaration and Deed/s of Apartment, to the extent the same are applicable.

**16. MAINTENANCE AND OTHER CHARGES:**

- (i) From the date of Offer of Possession, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of all the outgoings in respect of the Said Property and the said new buildings, including repairs to the exterior and interior of the said new buildings (but excluding the interior of the said Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections,

salaries of clerks, bill collectors, chowkidars and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the Said Property and the said new buildings, as set out in **Annexure "H"** hereto. Until the said Organization/ Apex Society is formed and registered and the Said Property and the said new buildings are transferred to it as aforesaid, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution as mentioned in **Annexure "I"** herein below payable in advance on at monthly/ quarterly / yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter till the formation of the said Organization. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution by way of cheques within the due date as mentioned in the intimation issued by the Promoter / the Maintenance Agency and shall not withhold the same for any reason whatsoever. The provisional contribution is subject to change as per the actual expenses incurred and the Purchaser(s) not object to any such increase in the provisional contribution.

(ii) It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or said Organization/Apex Body shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and facilities including the Internal Roads and Club House till the completion of the development of the Said Property.

(iii) **MAINTENANCE AGENCY:**

- a) The Promoter shall have the right to appoint the Maintenance Agency for the upkeep and maintenance of the Complex.
- b) The Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the Complex and other deposits and charges for the various services therein, as may be determined by the Promoter or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the maintenance agency will be at the sole discretion of the Promoter and the Purchaser(s) shall abide by the decision of the Promoter and effect the payment.
- c) The Purchaser(s) upon completion of the Complex agree/s to enter into a maintenance agreement with the Promoter or any association/ body/ condominium of Flat owners or any other nominee/ agency/ association (s) or other body for the maintenance and upkeep of the Complex/buildings and the Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of the offer of possession and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Flat or not and work is still going on in adjacent tower/ buildings and infrastructure facilities including club etc are not fully completed.
- d) The Purchaser(s) agree/s and understand/s that the right of entrance to the said Flat shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Promoter or the Maintenance Agency appointed by the Promoter from time to time.
- e) Electrical Load and Payment of Deposits, charges for bulk supply of electrical energy and infrastructure for obtaining water connection:

If the Promoter or maintenance agency decides to apply for and thereafter receives permissions

from Electricity Board or from any other body /Licensing authority constituted by the Government of Maharashtra for such purpose, to receive and distribute bulk supply of electrical energy in the complex / buildings then the Purchaser(s) undertakes to pay on demand to the Promoter /Maintenance Agency, all applicable deposits and charges paid /payable to Electricity Authorities /Any other body/Licensing Authority as determined by the Promoter, failing which the same shall be treated as unpaid portion and the conveyance of the said Flat shall be withheld till full payment thereof is received by the Promoter.

Proportionate share of cost incurred by Promoter for creating infrastructure like HT feeder, EHT substation etc. shall also be payable by the Purchaser(s) on demand. Further, in case of Bulk supply of electrical energy, the Purchaser(s) agree/s to abide by all the terms and conditions of the sanction including but not limited to waiver of the Purchaser(s) rights to apply for individual /direct electrical supply connection directly from the Electrical Authorities /any other body responsible for supplying of electrical energy. The Purchaser(s) agrees to pay increase in the deposits, charges for bulk supply of electrical energy.

The Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Purchaser(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining Electricity, Power back-up facility, etc. as and when required by the Promoter.

17. The Promoter shall be entitled to the refund of the Municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold flats, units, premises, if the Promoter has paid the same in respect of the flats, units, premises and/or parking spaces which are not sold and disposed off.

**18. CHARGES:**

(a) The Purchaser/s shall on or before delivery of possession of the said Flat, pay to the Promoter the amounts [taxes extra, if applicable] as mentioned in **Annexure I**.

(b) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in Annexure I of this Agreement, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the Purchaser/s shall be liable to bear and pay the same within the due date as mentioned in the written intimation issued by the Promoter in this regard.

(c) The Promoter shall utilize the aforesaid amounts only for the purposes for which the same are collected. The amounts paid to and / or deposited with the Promoter by the Purchaser/s under this clause shall not carry any interest, and shall remain with the Promoter until the Deed of Conveyance/Transfer is executed in favour of the said Organization as aforesaid or in the case of Condominium the same shall remain with the Promoter until the Declaration in respect of the said building/said flat is executed and registered and Deeds of Apartment in respect of the said Flat is executed and registered. On such Deed of Conveyance/Transfer in favour of the said Organization or the Declaration and Deeds of Apartment in case of Condominium being executed and registered the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the said Organization/Condominium. The Promoter shall render the account of such deposits except as mentioned in clause 19 below to the said Organization/Condominium only and not individually to the Purchaser/s at any time.

(d) The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Purchaser/s as deposits, sums received on account of the share capital for the promotion of the said Organization/Condominium and towards the outgoings.

(e) It is hereby expressly clarified, agreed and understood that the monies towards expenses and outgoings as mentioned in clause **Annexure I** shall be 12 months interest free non-refundable

provisional monthly contribution ('Interest Free Security Fund') irrespective of the provisional monthly contribution as per clause 17 above, in addition thereto the Purchasers shall also be liable to pay 12 (twelve) months provisional monthly contribution in advance to the Promoter. The said amounts shall be handed over to the Society/Apex Society or Association of Person or Condominium as the case may be when formed. In the event the Purchaser/s make/s default in paying the monthly contribution, the same along with interest will be adjusted against the Interest Free Security Fund and the balance thereof shall be handed over to the Society/Apex Society or Association of Person or Condominium as the case may be when formed.

- 19(a) The Promoter shall utilize the amount as mentioned in **Annexure I** Clause No. 2 paid by the Purchaser/s to the Promoter, for meeting all legal costs, charges and expenses, including professional costs of the Solicitors and Advocates and other consultants and advisers of the Promoter in connection with the formation and registration of the said Organization/Apex Society, preparing the rules, regulations and bye-laws of the Society, or the Memorandum and Articles of Association of the Limited Company, or the Declaration and Deeds of Apartment for the Condominium (as the case may be) and the cost of preparing and engrossing this Agreement and the Deed of Conveyance/Transfer and all other deeds, documents, papers, writings and instruments as may be required or necessary. In respect of the above the Promoter shall not be liable to render any account to the Purchaser/s and the above amount will be treated as non-refundable charges paid to the Promoter for the aforesaid purposes.
- (b) The Promoter shall utilize the amount as mentioned in **Annexure I** Clause No. 5 paid by the Purchaser/s to the Promoter, for payment of all consultation fees/charges and other costs and expenses payable in connection with the assessment of the Said Property and the said new buildings for property taxes purposes and its finalization.
- (c) The Promoter shall not be liable to maintain and/or render any account of the non-refundable charges in respect of Sr. No. 5 and 8 of clause **Annexure I** to the Purchaser/s and/or the said Organization/Apex Society. These amounts have been worked out on the basis of the requirements and will be treated as non-refundable charges paid to the Promoter for the purpose as mentioned above. The Purchaser/s confirm/s that the above amounts are acceptable to them and he/she/it/they waive their right/s to query use of these amounts and/or any increase thereto in future.
- (d) The amounts mentioned in **Annexure I** shall not carry any interest, and shall remain with the Promoter till such time that the abovementioned expenses are incurred and/or to pay the same from time to time and/or abovementioned amounts are adjusted towards the expenses already incurred, as the case may be subject to clause 18(b) and (c) above.
20. The Promoter shall in respect of any amount whatsoever (including outgoings and deposits) liable to be paid by the Purchaser/s to the Promoter under or by virtue of this Agreement, have a first lien and charge on the said Flat as long as the same shall remain unpaid.

#### **COMMON AREAS:**

- 21(a) The Purchaser/s shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, common entrances, common passages / corridors, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations, save and except the right of user thereof hereby expressly given to the Purchaser/s in respect thereof, and all such common areas, amenities and facilities shall remain the property of the Promoter until the Deed of Conveyance/ Transfer is executed in favour of the said Organization as mentioned herein.
- (b) The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage

Treatment Plant, Electric Sub-Stations shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Organization/Apex Society.

- (c) The Purchaser/s shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Purchaser/s shall not commit any nuisance or do anything which may cause disturbance or annoyance to the owners/occupants of the said new buildings.

**PHASED DEVELOPMENT:**

22. The Promoter shall be developing the Said Property in phased manner. Accordingly, the Promoter shall be exclusively entitled to develop the remainder of the Said Property and the common areas and facilities on those portions of the Said Property in such manner as they may deem fit. Further, given that only the demarcated portion of the Said Property is presently being developed, the Promoter intends to consume on the said new buildings to be constructed by them on the Said Property only part of the FSI/TDR relatable thereto. Further, the Promoter intends to develop the Second Schedule Property as and when the approvals and permissions are granted by the concerned authorities anytime in future. The remainder of the FSI/TDR may be consumed by the Promoter on the other portions of the Said Property and the Second Schedule Property as may be developed by them whether for residential or commercial or any other purposes. It is clearly agreed and understood by and between the Parties that the Purchaser/s shall not have a right to claim any interest in the balance FSI/TDR available for utilization of the said Second Schedule Property and/ or Said Property till the conveyance of the Said Property to the said organization. It is hereby expressly agreed that, if at any time in future, the said Second Schedule Property and/or the Said Property becomes entitled to avail of any increased/additional FSI/TDR, in any manner whatsoever, the Promoter shall be entitled to utilize the same by constructing additional floors on the said new buildings or elsewhere and/or by constructing one or more residential/commercial/other buildings on the Said Property and/or the said Second Schedule Property, as they may deem fit, and the Purchaser/s shall be deemed to have granted his/her/their consent to such additional construction by executing this Agreement.
23. The Purchaser/s hereby irrevocably and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the Promoter for carrying out alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the said new buildings and to put up additional construction thereon. The Purchaser/s hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Promoter in this regard, as may be required by the Promoter in this regard from time to time.
24. The Purchaser/s shall not be permitted at any time hereafter, to construct/erect any brick or masonry wall/partition in the said Flat, or to make any other structural additions/alterations of a permanent nature therein, without prior permission from the Promoter and the said local authority and therefore, the Purchaser/s hereby agree/s, undertake/s, covenant/s and confirm/s that he/she/they/ it shall not do or permit/suffer to be done the same at any time hereafter. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract.

In the event the Purchaser/s desire to install /fix grills on the windows or doors the same shall be done only through the Contractor appointed by the Promoter and/or only as per the design and specifications of the Promoter.

**25. MORTGAGE:**

- (I)(a) The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof,

specifically informed the Purchaser/s that:

- (i) The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time;
  - (ii) The title deeds relating to the Larger Property described in the First Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the Promoter under the said line of credit arrangement; and
  - (iii) The Promoter has prior to the execution hereof, caused the said Banks to release the said Flat from the aforesaid security created in their favour.
- (b) The Promoter specifically reserves its right to offer the Larger Property along with the construction thereon or any part thereof (save and except the said Flat), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Purchaser/s has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Promoter for doing the same.
- (c) The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within the due date as mentioned in the written intimation issued by the Promoter in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the Larger Property and/or the said new buildings and/or the other buildings and structures proposed to be constructed on the Larger Property by the Promoter or any part thereof (save and except the said Flat), as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter has entered into this Agreement.
26. The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that the Promoter will erect/provide an electricity sub-station on the Larger Property, and that the same shall be handed over to the Maharashtra State Electricity Distribution Company Ltd. (MahaVitran) (**MSEDCL**). Consequently, the workmen, staff, employees and agents of MSEDCL shall at all times thereafter have the right and authority to enter upon the Larger Property for the purpose of access to and from any proposed electricity sub-station and that the necessary terms, conditions and provisions to that effect may be incorporated and recorded in the Deed of Conveyance/Transfer or the Declaration and Deed/s of Apartment (as the case may be), and the Purchaser/s hereby consent/s and agree/s to the same, and neither the Purchaser/s nor the said Organization/Apex Society shall raise any dispute or objection to the same.

#### **PURCHASER'S COVENANTS:**

27. The Purchaser/s with the intention to bind all persons into whosoever's hands the said Flat may come, doth/do hereby agree/s, undertake/s and covenant/s with the Promoter as follows:-

- (a) To maintain the said Flat at the Purchaser's/ Purchasers' own costs and expenses in good and tenantable repair and condition from the date possession of the said Flat is taken, and shall not do or suffer or permit to be done anything in or to the said building in which the said Flat is situated, or to the staircases, landings, lobbies, passages, or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Organization/Apex Society or the concerned government, local or public bodies or authorities, or change/alter or make any addition in or to the said Flat or to any part of the said building in which the said Flat is situated; and
- (b) Not to store in the said Flat any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said building in which the said Flat is situated, or the storing of which goods, objects or materials is objected to or prohibited by the said Organization/Apex Society or the concerned government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage the entrances, staircases, common passages or any other structure or part of the said building in which the said Flat is situated, and in case any damage is caused to the said building or any part thereof or to the said Flat on account of any negligence or default of the Purchaser/s or his/her / their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser/s alone shall be liable and responsible for all the consequences of the same, and the Purchaser/s shall be liable and responsible to pay the damages for the loss suffered; and
- (c) To carry out at his/her/their/its own costs and expenses, all internal repairs to the said Flat and maintain the same in the same condition, state and order in which the same was delivered by the Promoter to the Purchaser/s, and the Purchaser/s shall not do or suffer or permit to be done anything in or to the said Flat or in or to the said building, which may be against the rules, regulations and bye-laws of the said Organization/Apex Society or the concerned government, local or public bodies or authorities, and in the event of the Purchaser/s doing or committing any act, deed or thing in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the said Organization/Apex Society and/or the concerned government, local or public bodies or authorities; and
- (d) Not to demolish or cause or permit to be demolished the said Flat or any part thereof, nor at any time make or cause or permit to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation or outside colour scheme of the said building in which the said Flat is situated, and the Purchaser/s shall keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good and tenantable repair, order and condition, and in particular, so as to support, shelter and protect the other parts of the said building in which the said Flat is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the said Flat, without the prior written permission of the Promoter and the said Organization/Apex Society, and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and
- (e) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Said Property and/or the said new buildings or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Purchaser/s shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company; and
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the said Flat in the compound or any portion of the Said Property and / or the Larger Property and the said building in which the said Flat is situated, not to damage the external façade, not to hang clothes outside the balcony; and
- (g) To pay to the Promoter within the due date as mentioned in the demand letter issued by the Promoter, his/her/their/its share of the security deposit/s demanded by the concerned government, local or



public bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connection to the said building in which the said Flat is situated; and

- (h) To bear and pay all increases in the rents, rates, taxes, cesses, assessments, water charges, insurance premia, maintenance charges and other levies, if any, which are imposed by the concerned government, local or public bodies or authorities on the Said Property and/or the said new buildings and structures thereon; and
- (i) Not to let, sub-let, transfer, assign or part with the said Flat and/or the Purchaser's/Purchasers' right, interest or benefit under this Agreement, or part with the possession of the said Flat, until all the amounts, dues and charges payable by the Purchaser/s to the Promoter under this Agreement are fully paid, and only if the Purchaser/s has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the Purchaser/s has/have intimated the same in writing to the Promoter and obtained the Promoter's prior written consent and permission to the same; and
- (j) To observe, perform and comply with all the rules, regulations and bye-laws which the said Organization may adopt or frame at its inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said new buildings and structures in the said complex and the flats and other premises therein, and for the observance, performance and compliance of the Building Rules, Regulations and Bye-laws for the time being of the concerned government, local and public bodies and authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Organization /Apex Society regarding the occupation and use of the said Flat and, and regarding the use of all common areas, amenities and facilities in the said complex, and the Purchaser/s shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement; and
- (k) Till the Deed of Conveyance/Transfer of the Said Property and the said new buildings is executed in favour of the said Organization/Apex Society, or the Deed/s of Apartment is/are executed in favour of the Purchaser/s (as the case may be), the Purchaser/s shall permit the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat or any part thereof, to view and examine the state and condition thereof and shall not obstruct or hinder them in carrying out their duties; and
- (l) To give and render all assistance and facilities to the Promoter as may be required by the Promoter from time to time, including to sign and execute all necessary writings/documents, so as to enable the Promoter to carry out and complete the development of the Said Property in the manner that may be desired and deemed fit by the Promoter in its sole and unfettered discretion.
- (m) The Purchaser shall intimate the local police authorities in case the said Flat is let out on leave and licence basis or is leased to any third party. The Purchaser shall submit a copy of the leave and licence or the lease agreement copy to the Promoter immediately. The Purchaser shall be liable to pay the non occupancy charges to Promoter, as may be decided by the Promoter from time to time.
- (n) The purchaser shall bear proportionate charges towards DG backup to be provided by the Promoter.
- (o) The Purchaser(s) shall not make any modification to the common wall which may cause any damage to the adjoining unit or the common area sharing such common wall.

It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

28. The said complex shall always be known as "**La Montana**" and neither the Purchaser/s herein nor the said Organization /Apex Society /Federation, shall alter/change this name in any manner, without the prior written consent and permission of the Promoter. The Purchaser/s hereby confirm/s and declare/s that the Promoter has prior to the execution hereof specifically informed the Purchaser that the Promoter, has conceived and coined, and is in the process of registering and promoting at its sole costs and expenses, a trade/service mark being "**La Montana**". It is hereby expressly clarified, agreed and understood that the Promoter alone shall have the entire right, title, benefit and interest in respect of the said trade/service mark, and neither the Purchaser/s nor the said Organization/ Apex Society /Federation, shall have any right, title, benefit or interest in respect of the same, and the Promoter alone shall be entitled to use the same in any manner it deems fit and proper, including in respect of any other project undertaken by it, and neither the Purchaser/s nor the said Organization/ Apex Society /Federation, shall raise any dispute or objection in this regard.
29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the Larger Property or the Said Property or the said new buildings or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them/ it, and all common areas, amenities and facilities, including all open spaces, lobbies, staircases, terraces, passages, recreation spaces, Club House, Convenient Store, Sewage Treatment Plant, Electric Sub-Station will remain the property of the Promoter until the Said Property and the said new buildings are conveyed and transferred to the said Organization as hereinabove mentioned. After execution of the Deed of Conveyance/Transfer, the said Organization shall hold the Said Property and the said new buildings and all the common areas, amenities and facilities pertaining thereto, subject to the rights of the Promoter under this Agreement.
- 30. WAIVER:**
- Any delay tolerated or indulgence shown by the Promoter in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Promoter, shall not be treated/construed as a waiver on the part of the Promoter of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser/s, nor shall the same in any manner prejudice the rights of the Promoter.
- 31. NOTICE:**
- All notices to be served on the Purchaser/s as contemplated by this Agreement on the address mentioned hereinabove, shall be deemed to have been duly, effectively and sufficiently served if sent to the Purchaser/s by Registered Post A.D., Under Certificate of Posting or hand delivery.
32. Notwithstanding anything herein contained, the Owner and the Promoter reserve their right to submit or cause to be submitted the said Property and the said new buildings and structures to be constructed thereon, to the provisions of the Maharashtra Apartment Ownership Act, 1970, instead of forming a Co-operative Society or a Limited Company, and in that case this Agreement shall be construed and interpreted as if instead of the expression "a Co-operative Society" or "a Limited Company", wherever appearing in this Agreement, the expression "Association of Apartment Owners" or "Condominium" shall have been used, and this Agreement shall be read, construed and interpreted accordingly with appropriate changes.
- 33. STAMP DUTY AND REGISTRATION CHARGES:**
- The Purchaser/s alone shall pay the entire stamp duty and registration charges payable on this Agreement. The Purchaser/s shall immediately after the execution of this Agreement (and within the

time prescribed in this regard under the Registration Act, 1908) and at his/her/their/its own costs and expenses, present and lodge the original of this Agreement for registration with the Sub-Registrar of Assurances and admit execution of the same. In case, the Purchaser/s fails or neglects to get this Agreement registered within the date notified, physical possession of the said Flat to the Purchaser/s may be withheld by the Promoter and penalty if any payable under relevant laws for delay in completion of the registration of this Agreement will be payable by the Purchaser/s till the registration of this Agreement is completed. If the Purchaser/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution of the same, the Owners and the Promoter will not be liable or responsible for the non-registration of this Agreement and the consequences arising therefrom, nor shall the Owner or the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The Promoter shall have the right to cancel the allotment/Agreement in case the Purchaser/s fails to have this Agreement registered within 15 days from the date notified to the Purchaser/s. Upon such cancellation, the amounts received from the Purchaser/s will be refunded without any interest but after deduction of the charges mentioned in clause No. 7 hereinabove.

34. The Purchaser/s shall pay to the Promoter his/her/ their/its share of the stamp duty and registration fees payable in respect of the Deed of Conveyance/ Transfer of the said Property and the said new buildings and structures constructed thereon and all other related/incidental deeds, documents, instruments and writings, to be executed by the Owner and the Promoter in favour of the said Organization/ Apex Society. If the said Property and the said new buildings and structures are submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970, then the Purchaser/s shall bear and pay the stamp duty and registration fees payable in respect of the Declaration, and the Deed/s of Apartment of the said Flat to be executed in his/her/their/its favour. It is expressly clarified, agreed and understood that if the amounts deposited by the Purchaser/s under clause 18(a) hereof towards payment of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer or the Declaration and Deed/s of Apartment, is found to be insufficient for this purpose for any reason, the Purchaser/s shall within the due date as mentioned in the written intimation in this regard from the Promoter or the said Organization/Apex Society, pay the balance amount payable towards such stamp duty and registration fees to the Promoter or the said Organization/Apex Society, (as the case may be).

35. The Purchaser/s is/are aware and understand that the Promoter has entered into this transaction and has agreed to sell the said Flat to the Purchaser/s, relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser/s to be observed, performed, fulfilled and complied with, and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and its successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer, and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.

**36. DISPUTE:**

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this Agreement or otherwise, or as to any other matter in any way connected with

or arising out of or in relation to the subject matter of this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by the Promoter. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Mumbai only.

**37. GOVERNING LAWS:**

This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules made thereunder.

38. The parties hereto acknowledge, declare, and confirm that this Agreement represents the entire Agreement between them regarding the subject matter thereof and any alterations, additions or modifications hereto shall not be valid and binding unless the same are reduced to writing and signed by or on behalf of both the parties.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.**

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

**(Description of the said Property)**

ALL THOSE pieces and parcels of land or ground alongwith structures standing thereon situate at Village Wadgaon, Taluka Mawal, District Pune, situated within the registration sub-District of Pune, situate within the Grampanchayat limits of Panchayat Samiti Mawal and detailed as follows:

Survey No.	Area in Hectares Ares	Bounded towards the			
		North by	South by	East by	West by
126/2	3-47	Survey no. 133	Forest and part of survey no.126	Survey no. 127	Survey no.125 and part of
133	1-99.5	Survey no. 134	Survey no. 134	Survey no. 134	Survey no. 134
134/4C	1-05	Survey no. 134	Survey no. 133	Survey no. 133	Survey no. 135
134/4A/2	0-21	Mumbai Pune Road	Survey no. 134/3C	Survey no. 134/4A	Survey no. 134/(part)

SIGNED AND DELIVERED for and on behalf of the withinnamed Promoter, TATA Value Homes Limited, by its Authorised Representative, Mr./Ms. \_\_\_\_\_

\_\_\_\_\_, in the presence of

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

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

SIGNED AND DELIVERED by the withinnamed Purchaser/s, Mr./Ms. \_\_\_\_\_

\_\_\_\_\_, in the presence of

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

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

**Annexure "A"**  
**(Copy of Map of larger property)**

**Annexure "B" "B1 and B2"**

**(NA Order, Plan Sanction, Revised Sanctioned letter)**



**Annexure "C"**  
**(Title Certificate)**

**Annexure "D"**

**(7/12 Extract)**

**Annexure "E"**  
**( Plan/Floor Plan)**

**Annexure "F"**  
**(Payment Schedule)**

**ANNEXURE "G"**  
**(Fixtures, fittings and amenities)**

## **Annexure "H"**

### List of outgoings

1. Insurance premium payable in respect of the said land.
2. All municipal taxes, imposition, levies and cesses imposed by the Gram Panchayat/Zilla Parishad and/or any other local authority, including the water tax and water charges, N.A. Charges to Revenue Authorities.
3. Expenses required for the day-to-day maintenance and management of the building such as lights in the passage and common areas, garden, watch and ward and other staff.
4. Costs of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the Purchaser/s in common as aforesaid.
5. Costs of salaries of Estate Executives, clerks, bills collectors, chowkidars, sweepers, etc.
6. Costs of working and maintenance of water pumps and lights and service charges.
7. Sinking fund as may be determined by the Promoter.
8. Such other expenses and outgoings as may become necessary to be recovered in the discretion of the Promoter.
9. MSEDCL Meter Charges, Security deposits, electricity board/utilities for securing services, etc.
10. Cost of working and maintenance of sewage treatment plant.
11. Cost of working and maintenance of gardens, R.G. areas, internal roads.
12. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
13. Transportation Charges.
14. Taxes / levies/ statutory charges, as may be applicable from time to time.
15. Property Tax.

**Annexure "I"**

**LIST OF DEPOSITS AND CHARGES\***

<b>Sr.</b>	<b>PARTICULARS</b>	<b>AMOUNT(Rs.) (approx.)*</b>
1.	Expenses and outgoings as provided in Clause 17 above.	
2.	Legal costs, charges and expenses including for the preparation of all necessary documents, including the Deed of Conveyance/Transfer in favour of the said Organization, or the Declaration and Deed/s of Apartment including society formation charges.	
3.	Stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer of the said Property and the said new buildings in favour of the said Organization, or in case a Condominium is formed, the stamp duty and registration fees pay-able in respect of the Declaration and Deed/s of Apartment and other related/incidental instruments and documents.	
4.	Share money & application/entrance fee for membership of the said Organization.	
5.	Consultant's/Retainer's fees and charges and other costs and expenses payable for finalization of the property tax etc. of the said Property.	
6.	Security deposit and connection charges for water connection payable to the Gram Panchayat/Zilla Parishad	
7.	Security deposit for electrical meter / Meter Charges payable to MSEDCL.	
8.	Charges/Taxes towards betterment/development of premises including amenities, etc.	

**\* Estimated figures, subject to change.**

\*\*\*\*\*  
Dated this \_\_\_\_ Day of \_\_\_\_\_  
\*\*\*\*\*

TATA VALUE HOMES LTD.

AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT FOR SALE

OF

FLAT NO \_\_\_\_ ON THE \_\_\_\_\_  
FLOOR OF THE BUILDING/BLOCK NO. \_\_\_\_\_

AT

LA MONTANA.