

AGREEMENT FOR SALE

FLAT NO._____, _____ FLOOR,
 BLDG.KNOWN AS " SARANG PILLARS BELLVEIW"
 PLOT NO.C-1A, SECTOR-08,
 ULWE, NAVI MUMBAI, TAL.PANVEL, DIST. RAIGAD

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BUILDING CONSISTS : GROUND+ 13 FLOORS
 (WITH LIFT)

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CARPET AREA IN SQ.MTRS. : _____

ENCLOSE BAL. AREA IN SQ.MTRS. : _____

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SALES PRICE : RS. _____

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TOTAL STAMP DUTY : RS. _____

REGISTRATION FEE : RS. _____

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THIS AGREEMENT is made and entered into at Navi Mumbai, on this _____ day of
 _____ 2018.

BETWEEN

M/S AAGAM BUILDTECH (Pan No.ABEFA2689N) a partnership firm through its Partners 1) MR. SANJAY JUHARMAL JAIN 2) Mr. RAHUL CHANDRAKANT DEDHIA having its office at B-221/222, 2nd floor, Sai Arcade, near life line hospital, opp panvel S.T. Bus depot, Dist- Raigad, Tul-Panvel Pin-410206. hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner or their assigns) OF THE ONE PART

AND

MR./ MRS. _____ aged _____ years

(Pan No. _____) and **MR./ MRS.** _____

_____ aged _____ years

(Pan No. _____) both an adult, Indian inhabitant, residing at:

hereinafter referred to as **“THE ALLOTTEE(S)”** (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

WHEREAS:

The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (hereinafter referred to as ‘The Corporation’) having its registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai – 400021, is a New Town Development Authority, under the provisions of sub-

sec , (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No. – xxxviii of 1966) hereinafter referred to as the said Act.

AND WHEREAS:

By virtue of being the Development Authority the Corporation has been empowered under section 113 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt. under the said Act.

AND WHEREAS

By an **Agreement to Lease** dated: **23/12/2016**, made at CBD Belapur, Navi Mumbai, and entered into between the **CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO)**, therein referred to as 'THE LESSOR' and **1) Smt. Ganabai Jagannath Mhatre 2) Smt. Hausabai Ramji Gharat 3) Smt. Dharmubai Shingya Thakur 4) Smt. Kanubai @ Latabai Namdev Gharat 5) Shri. Bharat Shivram Mhatre 6) Shri. Bhargav Shivram Mhatre 7.) Smt. Shradha Dinanath Thakur** , therein referred to as **THE LICENSEE** and herein after referred to as the **ORIGINAL LICENSEE**. The CIDCO leased Plot of land **being Plot No. C-1A, Sector. 8, admeasuring 2049.88 Sq. Mtrs. Under the 12.5% Expansion Scheme at village Ulwe, Taluka - Panvel, Dist. Raigad,** (hereinafter referred to as '**THE SAID PLOT**') to Original Licensees.

The said Agreement to Lease dated: 23/12/2016 has been Registered at the Office of Sub Registrar Assurance Panvel – 5 vide Document No. **9890/2016, on Dt.24/12/2016.**

AND WHEREAS

THE ORIGINAL LICENSEE paid the Premium in full agreed to be paid to the Corporation.

AND WHEREAS

The physical possession of the same has been handed over to the Original licensee to enter upon the land for Development and Construction thereof Building for Residential and commercial purposes.

AND WHEREAS

By **Tripartite Agreement** dtd. **25/04/2017** has been registered at the Office of Sub Registrar Assurance Panvel - 2 vide Document No. **4470/2017** on **26/04/2017** between **CIDCO THE FIRST PART**, , the Original Licensee namely 1) Smt. Ganabai Jagannath Mhatre 2) Smt. Hausabai Ramji Gharat 3) Smt. Dharmubai Shimgya Thakur 4) Smt. Kanubai @ Latabai Namdev Gharat 5) Shri. Bharat Shivram Mhatre 6) Shri. Bhargav Shivram Mhatre 7.) Smt. Shradha Dinanath Thakur of the SECOND PART and M/S AAGAM BUILDTECH through its partners 1) Smt. Vimla Mansukh Jain 2) Shri. Ritesh Hukamichand Mehta 3) Shri. Jayantilal Mohanraj Khimesara 4) Shri Pravin Vimalchand Kothari 5) Shri. Paresh Champalal Jain 6) Shri Ganpatraj Juharmal Jain 7) Shri Rajkumar Pushpraj Kothari 8) Shri Harshit Rmaesh Jain 9) Shri Babulal Shantilal Singhavi 10) Shri Sanjay Juharmal Jain 11) Shri Manish Kewalchand Mehta 12) Shri Jayantilal Javerichand Mehta 13) Smt. Ranju Bipin Jain 14) Smt. Meeta Ganpatlal Samar 15) Smt. Meena Kiran Jain 16) Shri Gautam Suresh Jain 17) Shri Chandrakant Mulji Dedhia 18) Shri Rahul Chandrakant Dedhia 19) Shri Champak Mulji Dedhia 20) Shri Sagar Champak Dedhia, all are the new Licensees of the Third part. The said original Licensee has sold and assigned all their rights and interests in and upon the said Plot to the THIRD PART herein and also Tripartite Agreement on the terms and conditions more particularly set out in the said Agreement.

And whereas by virtue of the aforesaid Agreement to Lease and Tripartite Agreement, the Promoters are absolutely seized and possessed of and well and sufficiently entitled to the said plot of land;

And whereas the aforesaid Agreement to Lease is with the benefit and right to construct any new building(s), permitted by the concerned local authority.

And whereas the Promoters are entitled and enjoined upon to construct the residential cum commercial buildings on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the development permission granted by

the Corporation vide Commencement Certificate bearing reference No.-CIDCO/BP-15926/TPO(NM &K)/2018/3202 DTD. 05/10/2018 Including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as “**Annexure-A**”.

And whereas the Promoters have proposed to construct on the project land a building project known as “**SARANG PILLARS BELLVEIW**” consisting of Ground +13 floors for residential cum commercial use, on OWNERSHIP BASIS to the prospective buyers.

And whereas the Allottee(s) is/are offered a Flat/Shop bearing number _____ on the _____ floor, (hereinafter referred to as the said “Flat/Shop”) of the Building project called “ **Sarang Pillars Billveiw** ” (hereinafter referred to as the said “Building”) being constructed of the said project, by the Promoters.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure ‘F’;

And whereas the Promoters have appointed a structural Engineer and RCC Consultant namely **S. R. CONSULTANTS** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building(s).

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flats, Shops and Other Units in the proposed building(s) to be constructed by the promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats, Shops and Other Units therein and to receive the sale price in respect thereof.

And whereas on demand from the allottee (s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter’s Architects “**ATUL PATEL ARCHITECTS**” and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under.

And whereas the authenticated copy of Certificate of Title issued by the Advocate of the Promoters, showing the nature of the title of the Promoter to the project land on which the Flats/Shops are to be constructed have been annexed hereto and marked as **“Annexure-B”**.

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **“Annexure-C”**.

And whereas the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as **“Annexure-D”**.

And whereas the Promoters have got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building(s) so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

And whereas the Promoters have accordingly commenced construction of the said building(s) in accordance with the said proposed plans.

And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat/shop/Unit bearing number _____ on the _____ Floor of the said building project known as **“Sarang Pillars Billveiw”** being constructed of the said Project.

And whereas the carpet area of the said Flat is _____ **Sq. Mts.** and **“Carpet Area”** means the net usable floor area of Flat/Shop, excluding the area covered by the external walls, terrace, natural terrace, Flower Bed, Balcony, Cupboard, areas under services shafts, enclose balcony area etc., but includes the area covered by the internal partition walls of the Flat/Shop.

And whereas the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoters a sum of Rs. _____ / - (Rupees _____

_____) **Only),**

being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no. _____ ;

And whereas under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat/Shop with the Allottee(s), 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 Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat/Shop.

Now therefore this Agreement witnessed and it is hereby agreed by and between the parties hereto as follows:

1) The Promoters shall construct **the said building project to be known as “Sarang Pillars Billveiw” consisting of Ground + 13TH upper floors on the project land** in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of

the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat/Shop of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

(1.(a)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. of carpet area admeasuring sq. meters along with useable enclosed balcony area _____ sq. meters, , useable C.B. area _____ sq. met., useable F.B Area _____ sq. meters, useable projected terrace area _____ sq. meters, useable natural terrace area _____ sq. meters (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Annexure C . The Allottee entitled to stilt/covered /Mechanical car parking no_____.

1) (b) The total aggregate consideration amount for the Flat is 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 :-

Sr. No.	Particulars	Percent	Amount
1	EMD at the time of booking	10%	Rs.
2	Completion of Plinth	20%	Rs.
3	On completion of 1 st Slab	15%	Rs
4	On completion of 2 nd Slab	02 %	Rs.
5	On completion of 3 rd Slab	02 %	Rs.
6	On completion of 4 th Slab	02 %	Rs.
7	On completion of 5 th Slab	02 %	Rs.

8	On completion of 6 th Slab	02 %	Rs.
9	On completion of 7 th Slab	02 %	Rs.
10	On completion of 8 th Slab	02 %	Rs.
11	On completion of 9 th Slab	02 %	Rs.
12	On completion of 10 th Slab	02 %	Rs.
13	On completion of 11 th Slab	02 %	Rs.
14	On completion of 12 th Slab	02 %	Rs.
15	On completion of 13 th Slab	02 %	Rs.
16	On Completion Of Roof slab	01%	Rs.
17	On Completion of the walls, internal plaster, floorings doors and windows	5%	Rs.
18	On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level	5%	Rs.
19	On Completion of the external plumbing and external plaster, elevation,	5%	Rs.
20	On Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain	10%	Rs.
21	On Possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.	5%	Rs.
Total Amount Rs.		100%	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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 Promoter) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final area that has been allotted to the Allottee 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 area, subject to applicable percentage of Variation cap mentioned in RERA ACT. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee as per rules and regulation mentioned in RERA. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. After making such additional payment to the promoter then only Promoter will handover the possession of flat/shop to the allottee. 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 Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Building.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

3. The promoter will utilize Floor Space Index of 1.5 as per CIDCO rules and regulations. The Promoter has disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the said property in the said Project and Allottee has agreed to purchase the Said Flat based on the proposed construction and sale of Flats to be **carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.** In future any additional FSI, TDR or any additional area granted by the Competent authority then promoter will utilize this area and make necessary changes in structure of building and that the allottee hereby gives his free consent.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] to the Allottee, the Promoter agrees to pay Rs.10/- Per Sq. feet of the carper area Per month to the Allottee, who does not intend to withdraw from the project, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest @ 24% P.A, on all the delayed payment which become due and payable by the Allottee

to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (refund made as per RERA Act) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts etc., shall be mentioned in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Flat to the Allottee on or before Dec 2023. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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 Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Flat/Shop] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the promotor to the Allottee intimating that the Said Flats are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Flat/Shop]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Flat/Shop] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat/Shop] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of

service, then, wherever possible such defects shall be rectified by the Promoter at his own cost subject no changes made by the occupants of Building/ Society/ Allottee in the structure of building, such rectification will be carried out as per Act and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence . He shall use the garage or parking space if any, is only for purpose of keeping or parking vehicle.

9.1 The Allottee along with other allottee(s) of Flats 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 Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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.

9.2 The promoter hereby undertake to transfer all the right, title and the interest of the Promoter in the said property on which the building is constructed in the name of society or association, Limited Company, at the earliest.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said property 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 said property 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 Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional Yearly contribution of Rs. _____ per month (Rupees _____) towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the 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 Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said flat/premises keep deposited with the Promoter share money, application entrance fees of the society, society formation charges, society registration charges, development charges towards water, electric and drainage connection only, conveyance charges; however in respect of this flat/ premises promoter has already received these amount with Agreement Value of the flat.

11. At the time of registration of Agreement for sale of flat/premises of the building, the Allottee shall pay to the Promoter applicable stamp duty and registration charges.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the said property; and also has actual, physical and legal possession of the said property for the implementation of the Project the requisite rights to carry out development upon

the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said property or the Project as the title report given by the Advocate.

iv. There are no litigations pending before any Court of law with respect to the said property or Project against the promoters as per the title report.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property 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, said property and said building/wing shall be obtained by following due process of law and the

Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale in respect of said flat except present Allottee;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The Promoter has 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;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 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 Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any

damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the Said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Allottee committing any act in contravention of the above provision, the Allottee 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter 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 said property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the said property and the building in which the Flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat 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 Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee is hereby agreed that he will not keep any pet/ Animal in the said flat/ or premises/ building subject to proper registration with concerned government bodies.

xi. The Allottee 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 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 Allottee 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 Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others,

at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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 Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the demise or assignment in law, of the Said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the said property is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Flat/shop] 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 Allottee who has taken or agreed to take such [Flat/shop].

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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/plot/building, 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 ALLOTTEE / SUBSEQUENT ALLOTTEES:-

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 Allottees 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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat/shop] to the total carpet area of all the [Flats/Plots] 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. The Agreement is duly executed by the Allottee and the Promoter 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 Promoter 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 Panvel .

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

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

Name of Allottee _____

(Allottee's Address) _____

Notified Email ID: _____

M/s Promoter name _____

(Promoter Address) _____

Notified Email ID: info@saranggroup.in

It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES:-

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

30. Dispute Resolution :- Any dispute relating to or arising out of Agreement to sale of Flat/Shop, shall be referred to and decided by arbitration in according with the provisions of arbitration and conciliation act 1996. The venue of arbitration shall be Navi Mumbai. The sole Arbitrator shall be appointed by the Developer and Purchaser namely Adv. Santosh N. Sargar for their all dispute relating to aforementioned Flat/Shop.

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

FIRST SCHEDULE **DESCRIPTION OF THE PLOT**

All that piece or parcel of land known Plot No. C-1A, Sector. 8, admeasuring 2049.88 Sq. Mtrs. Under the 12.5% Expansion Scheme at village Ulwe, Taluka - Panvel, Dist. Raigad.

On the North by : 24.00 mtr wide Road

On the South by : Plot No. 01

On the East by : Plot No. 2 & 3

On the west by : Plot No. 01

SECOND SCHEDULE

Description of the Flat

Flat bearing no._____,On _____Floor of the building to be known as “**Sarang Pillars Billveiw**” situated at C-1A, Sector. 8, admeasuring 2049.88 Sq. Mtrs. Under the 12.5% Expansion Scheme at village Ulwe, Taluka – Panvel, Dist. Raigad. containing by admeasurements _____ Sq. Mtrs carpet area.

**IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS THE DAY AND YEAR
FIRST HEREINABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED

By the within Named "PROMOTERS"

M/S. AAGAM BUILDTECH

A partnership firm through its partners

Pan No. ABEFA2689N

1) SANJAY JUHARMAL JAIN

2) RAHUL CHANDRAKANT DEDHIA

SIGNED, SEALED AND DELIVERED

By the within Named "PURCHASER"

1. Mr./Mrs. _____

Pan No. _____

2. Mr./Mrs. _____

Pan No. _____

Witnesses:-

1)

2)

RECEIPT

Received of and from the Purchaser(s) within named the day and the year first herein above written the sum of Rs. _____ (Rupees _____) vide A/c Payee cheque/s being the amount of part payment payable by the buyer to the Promoter as per these presents.

Cheque No.	Date	Name Of Bank	Branch	Amount “Rs”
Total Received Rupees:				

(Subject to realization of Cheques)

WE SAY RECEIVED,

M/S. AAGAM BUILDTECH
(Through its Partner)

WITNESSES:-

- 1.
- 2

Annexure E**AMENITIES**

Plot No.- C-1A, Sector No.- 08 , at Village-Ulwe, Tal.-Panvel, Dist.-Raigad.

AMENITIES**Building:**

- Well designed entrance lobby
- Automated Elevators with Auto rescue device.
- Texture External Building dead walls.

Apartments:

- Vitrified tile flooring in Living Room & Bedrooms.
- Gypsum Finished internal walls with acrylic paint.
- Elegant Laminated Main door & Bed room Doors.
- Anodized Aluminium sliding French windows with mosquito net.
- TV point in Living room & Bed rooms.
- Electrical point for Air conditioners in Living room & Bed room.

Kitchen:

- Vitrified tile flooring
- Granite Platform with S.S. sink of branded make
- Designer glazed tiles of full height “Beam bottom level” above the platform.
- Provision for water purifier

Bathrooms:

- Naturally ventilated bathrooms with exhaust fan provision.
- Designer ceramic wall tiles (upto Door level)
- Anti-Skid ceramic flooring.
- Hot & cold water mixer.
- Superior Quality sanitary & CP fittings.

Leisure features for the Project:

- 3 Level Amenities for Luxurious Living.
- Level One: having reserved Space for Children’s Play area
- Level Two: Fitness Center.
- Third Level: Multi Utility Room.

Safety:

- **Video Door Phone.**
- **Firefighting System.**
- **Electrical backup for lifts & designated common areas.**
- **Concealed copper wiring with modular switches**
- **MCB & ELCB's**
- **Surveillance system at strategic location on ground floor (CCTV Cameras)**