

AGREEMENT TO SELL

This Agreement made and entered into at Navi Mumbai on this ____ day of _____ by and between **SHRI. VISHRUT TRIPATHI, Sole Proprietor of M/S. VISHRUT CONSTRUCTIONS**, having his office at 803, Satra Plaza, Sector 19D, Vashi, Navi Mumbai, hereinafter referred to as **“PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) **OF ONE PART:**

AND

Mr./Mrs. _____, Indian Inhabitant, having his (PAN No. _____) residing at: _____, or
M/s. _____ having his/her/their office at _____ hereinafter referred to as the
"PURCHASER/S" (which expression shall unless it be repugnant to the contexts of meaning thereof be deemed to mean and include *(in case of Individual/s)* 'his/her/their heirs, executors, administrators and assigns; *(in case of Partnership Firm)* 'the Partners for the time being of the said firm, the Survivors or Survivor of them and the heirs, executors administrators and assigns of last Surviving Partner *(in case of Body Corporate)* 'its successors and assigns' (and in case of Hindu Undivided Family) 'the coparceners of the HUF and their respective heirs, executors, administrators and assigns') of the

SECOND PART:

A. WHEREAS:

I. Pursuant to the mandate of Section - 113 of the Maharashtra Regional and Town Planning Act 1966 (MRTP Act), the Government of Maharashtra having being satisfied that it was expedient in the public interest that an area so reserved and designated on the regional plan should be developed as a 'Site' for New Town, designated by Notification in the official Gazette, such a 'site' which was specified in the notification as New Bombay (Navi Mumbai).

II. On the publication of the Notification under Section 113(1), the State Government by another Notification designated, under the provisions of

Section 113(2) and 113(3A) of the MRTP Act, City & Industrial Development Corporation of Maharashtra Limited (CIDCO) as a New Town Development Authority for the purpose of acquiring, developing & disposing of the land in the territory of Navi Mumbai in accordance with the provisions of Section 118 of the MRTP Act.

III. The Government of Maharashtra in the exercise of the power vested into it under Section 113-A acquired the lands falling in the designated territory of the New Town of Navi Mumbai.

IV. The Government of Maharashtra in consultation with CIDCO promulgated Government Order dated the 6th March, 1990 bearing No. ALQN-1985/1710/CR-217/85/Navi-10 whereby every holder of the land in the designated territory of Navi Mumbai came to be vested with rights to get allotment of developed land equivalent to 12.5% of the Land acquired from him for the project of the new town of Navi Mumbai, which scheme is popularly known as 12.5% Scheme.

V. As the 12.5% scheme dated the 6th March, 1990 contained embargo on the transfer of plot allotted thereunder for a period of 10 years, the Government of Maharashtra by another GO dated the 28th September, 1998 bearing No. CID-1095/675/CR-86/95/Navi-10 lifted the embargo and allowed the transfer of plots allotted under 12.5% scheme.

B.AND WHEREAS:

- I. One Shri. Amba @ Ambaji @ Aaba @ Aabaji Mahadu Naik, being the tenant of one Shri. Sayed Sirnul Hassan was cultivating various pieces and parcels of agricultural lands bearing Survey No 452/4, 181/6, 216/3, 256/10, 213/3, 448/1 & 251/2, lying, being and situate at Village- Vahal, Tal-Panvel, Dist- Raigad (hereinafter referred to as 'the Original Lands').
- II. The Mamlatdar, Panvel determined ₹ 1608 as the price of the Original Land payable by Tenant (Kul) Shri. Amba @ Ambaji @ Aaba @ Aabaji Mahadu Naik to the Landlord Shri. Sayed Sirnul Hassan under Section – 32G of the Maharashtra Agricultural Land and Tenancy Act (MAL&TA). The said fact was mutated in the Records of Rights by M.E. No. 1453 dated the 22nd April, 67.
- III. On the payment of the said purchase price by the Kul Shri. Amba @ Ambaji @ Aaba @ Aabaji Mahadu Naik on 31st October, 1996, the Certificate under S. 32M of the MAL & TA was issued.
- IV. By virtue of the passed u/s 32G and the Certificate issued u/s 32M of MAL & TA, Late Shri. Amba @ Ambaji @ Aaba @ Aabaji Mahadu Naik became seized and possessed of or otherwise well and sufficiently entitled to said pieces and parcels of agricultural lands as stated supra lying, being and situate at Village-Vahal, Tal-Panvel, Dist- Raigad. Hereto annexed and marked ***Annexure – “A”*** colly are the copies of the Records of Rights of the Original Lands.
- V. The lands described as supra were acquired by the Government of Maharashtra under the Section 11 of the Land Acquisition Act 1984

from the said Shri. Amba @ Ambaji @ Aaba @ Aabaji Mahadu Naik and vested into CIDCO for the purpose of carrying out the aims and objects as mandated by Section 114 of Maharashtra Regional Town Planning Act, 1966 under Awards bearing Unit Case No.14 & Unit Case No.20 both dated the 24th June, 1986. Hereto annexed and marked ***Annexure - “B” & “B-1”*** are the copies of the Awards bearing Unit Case No. 14 & 20 .

VI. By virtue of the Government Order dated the 6th March, 1990 Shri. Amba @ Ambaji @ Aaba @ Aabaji Mahadu Naik became entitled to 900 sq. mtrs. of land to be allotted to him under the 12.5% Scheme in lieu of the acquisition of his lands as stated above.

C. AND WHEREAS:

I. That Shri. Amba @ Ambaji @ Aaba @ Aabaji Mahadu Naik died on the 8th April, 1987 whereupon his heirs (1) Shri. Ramji Aba @ Aabaji Naik, (2) Shri. Padaji Aba @ Aabaji Naik, (3) Shri. Dhavaji Aba @ Aabaji Naik & (4) Shri. Hira Aba @ Aabaji Naik applied to the Court of Civil Judge (Junior Division) Panvel under Civil Misc. Application No. 617/2010, for the issuance of Heirship Certificate declaring them as his legal heirs, which was issued on 2nd August, 2011. Hereto annexed and marked as ***Annexure - “C”*** is the copy of the said Heirship Certificate.

II. By a Sathe Karar dated the 22nd June, 2011 the said Shri. (1) Shri. Ramji Aba @ Aabaji Naik, (2) Shri. Padaji Aba @ Aabaji Naik, (3) Shri.

Dhavaji Aba @ Aabaji Naik & (4) Shri. Hira Aba @ Aabaji Naik agreed to assign the plot to be allotted to them by CIDCO under the aforesaid awards to one Shri. Kishore K. Mhatre (Shri. K.K. Mhatre), sole proprietor of M/s. K.K. Land Developers herein on the terms and conditions more specifically set out in the said Sathe Karar dated the 22nd June, 2011.

III. The CIDCO by a letter dated the 15th March, 2012 intended to allot Plot No. 321, admeasuring 900 Sq. mtrs lying, being and situate at Sector – 19, Ulwe, Navi Mumbai to Aba Mhadu Naik. Hereto annexed and marked *Annexure - "D"* is the copy of the Letter of Intent dated the 15th March, 2012.

IV. Shri. Ramji Aba @ Abaji Naik died on 6th August, 2011 and on application made by (1) Shri. Hari Ramji Naik, (2) Smt. Yamuna Sahadev Patil, (3) Shri. Dattatray Ramji Naik, (4) Smt. Rekha Dinesh Patil, (5) Smt. Baby Anna Gondhali and (6) Shri. Samadhan Ramji Naik being Civil Misc. Application No.384 of 2012 before the Civil Judge (Junior Division, Panvel), the said persons were declared as the legal heirs of the late Shri. Ramji Aba @S Abaji Naik by grant of Heirship Certificate dated 28th June, 2013.

V. Shri. Hira Aba @ Abaji Naik died on 13th January, 2014 and upon the Misc. Application No. 536/2014 being filed before Civil Judge (Junior Division), Panvel (1) Smt. Nirabai Hira @ Hiraji Naik, (2) Bhaskar Hira @ Hiraji Naik, (3) Prakash Hira @ Hiraji Naik, (4) Ajay Hira @ Hiraji

Naik, (5) Sau. Sarita Namdeo Kadu, (6) Sau. Sulbha Santosh Patil, (7) Sau. Sunita Jitendra Washenikar were declared as a legal heirs of late Hira @ Hiraji Aba @ Abaji Naik by the Heirship Certificate dated the 10th November, 2014.

VI. Shri. Padaji Aba @ Abaji Naik died on 6th April, 2015 and upon the Civil Misc. Application No.884/2015 being filed before Civil Judge, Jr. Division, Panvel, (1) Smt. Gangabai Padaji Naik, (2) Shankar Padaji Naik, (3) Shri. Dinanath @ Dinesh Padaji Naik, (4) Shri. Kanha Padaji Naik, (5) Shri. Rajendra Padaji Naik, (6) Shri. Pandurang Padaji Naik, (7) Sau. Lata @ latabai Amrut Gharat, (8) Sau. Kalpana Arun Mhatre, (9) Smt. Sangeeta Narayan Naik and (10) Smt. Deepali Narayan Naik were declared the legal heirs of late Shri. Padaji Aba Naik by Heirship Certificate date the 7th April, 2016.

VII. Pursuant to the demise of Shri. Pandurang Padaji Naik on 8th December, 2016, and upon the Misc. Civil Application No. 365 of 2017 being filed before CJJD, Panvel (1) Smt. Darshana Pandurang Naik, (2) Kumar Prince Pandurang Naik (through his natural guardian mother Smt. Darshana Pandurang Naik) and (3) Smt. Gangabai Padaji Naik were declared as legal heirs of the deceased Shri. Pandurang Padaji Naik by Heirship Certificate dated 15th September, 2017.

VIII. By virtue of the Heirship Certificates granted as set out hereinabove, (1) Shri. Dhavji Aba @ Aabaji Naik, (2) Shri. Hari @ Harischandra Ramji Naik, (3) Smt. Yamuna Sahadev Patil, (4) Shri. Dattattray Ramji Naik,

(5) Smt. Rekha Dinesh Patil, (6) Smt. Baby Anna Gondhali (7) Shri. Samadhan Ramji Naik, (8) Smt. Nirabai Hira @ Hiraji Naik, (9) Bhaskar Hira @ Hiraji Naik, (10) Prakash Hira @ Hiraji Naik, (11) Ajay Hira @ Hiraji Naik, (12) Sau. Sarita Namdeo Kadu, (13) Sau. Sulbha Santosh Patil, (14) Sau. Sunita Jitendra Washenikar, (15) Smt. Gangabai Padaji Naik, (16) Shri. Shankar Padaji Naik, (17) Shri. Dinanath @ Dinesh Padaji Naik, (18) Shri. Kanha Padaji Naik, (19) Shri. Rajendra Padaji Naik, (20) Sau. Lata @ latabai Amrut Gharat, (21) Sau. Kalpana Arun Mhatre, (22) Smt. Sangeeta Narayan Naik, (23) Smt. Deepali Narayan Naik, (24) Smt. Darshana Pandurang Naik, (25) Kumar. Prince Pandurang Naik (through his natural guardian mother Smt. Darshana Pandurang Naik) (hereinafter referred to as Original Allottees) became entitled to the allotment of Plot of 900 M² under 12.5% Scheme at Ulwe, Navi Mumbai.

D. AND WHEREAS:

- I. The name of the predecessor in title of the Original Allottees are mentioned as “Aabaji Mhadu Naik” or “Aaba Mahadu Naik”, “Amba Mahadu Naik” while in the Awards his name was written as “Ambaji Mahadu Naik”.
- II. The CIDCO therefore, by its letter dated 23rd July, 2017 bearing Ref No. CIDCO/BHUMI/SATYO/VAHAL/1479/2017 called for the clarification from the Deputy Collector, (Land Acquisition), Metro Centre (No.3), Panvel.

III. The Deputy Collector by his letter dated 26th July, 2017 replied that as per his records the Awards No. 14 & 20 were declared in the name of Aaba Mahadu Naik. The CIDCO was further directed to take an Affidavit to that effect from the Khatedars. The Deputy Collector by his letter dated 10/08/2017 further informed the Chief Land & Survey Officer that in the Award the name “Ambaji” was struck off and name Aaba Mahadu Naik was written. It therefore, seemed that name Ambaji was written due to mistake.

IV. Thereafter Shri. Bharat Dhavji Naik, the son of Shri. Dhavji Aba Naik, one of the Original Allottees, furnished an affidavit stating that land owner Shri. Aba @ Abaji @ Amba @ Ambaji Mahadu Naik was one and the same person.

V. The CIDCO through its Chief Land & Survey Officer issued a Public Notice inviting objections from the public to the allotment of the Plot No.321 lying, being and situate at Sector – 19, Ulwe, Navi Mumbai to the Original Allottees as the legal heirs of late Shri. Aba @ Abaji Mahadu Naik. No objections were received.

E. AND WHEREAS:

I. By an Allotment Letter dated the 12th January, 2018, the CIDCO allotted piece and parcel of land bearing Plot No. 321, admeasuring 899.66 sq. mtrs. lying, being & situate at Sector-19, Ulwe, Navi Mumbai, Tal-Panvel, Dist-Raigad (hereinafter referred to as “the said plot”) to the Original Allottees on the terms and conditions more specifically set out the said Allotment Letter dated the 12th January, 2018. Hereto annexed

and marked *Annexure – “E”* is the copy of the Allotment Letter dated the 12th January, 2018.

- II. Under Clause (10) of the Sathe Karar dated the 22nd June, 2011, Shri. Kishore K. Mhatre (Shri. K.K. Mhatre), Sole proprietor of M/s. K.K. Land Developers is entitled to assign all his right, title and interest in the said plot allotted to the Original Allottees to any prospective purchaser.
- III. That Shri. K.K. Mhatre approached the Promoter in the month of February, 2018 and offered to assign all his rights, title and interest accrued to him under Sathe Karar dated 22nd June, 2011 which offer was accepted by the Promoter.
- IV. By an Agreement of Assignment dated the 27th February, 2018 SHRI. K.K. Mhatre agreed to assign all his rights title and interest in the said Plot no. 321 to the Promoter on the terms and conditions more specifically set out in the said Agreement.
- V. The Promoter paid a sum of ₹ 35,00,000/- (Rupees Thirty Five Lacs Only) to Shri. K.K. Mhatre on the execution of the said Agreement of Assignment dated the 27th February, 2018.
- VI. On the payment of the lease premium, the CIDCO executed Agreement to Lease dated the 22nd March, 2018 agreeing to grant lease of the said Plot No. 321 to the Original Allottees on the terms and conditions more specifically set out in the Agreement to Lease dated the 22nd March, 2018.

The said Agreement to Lease registered with the Sub-Registrar of Assurances at Panvel vide under Sr, No. **PVL-2/3847/2018** dated the 22nd March, 2018. Hereto annexed and marked *Annexure - "F"* is the copy of the Agreement to Lease dated the 22nd March, 2018.

- VII. That by an Assignment Agreement dated the 23rd March, 2018 the Original Allottees agreed to assign all his rights title and interest in the said Plot No. 321 to the Promoter on the terms and conditions more specifically set out in the said Agreement dated the 23rd March, 2018.
- VIII. It was agreed that consideration payable by the Promoter (jointly both to the Original Allottees and Shri. K.K. Mhatre) in respect of assignment of the said Plot No. 321 shall be ₹ 3,53,61,000/- (Rupees Three Crores Fifty Three Lacs Sixty One Thousand Only).
- IX. That the Original Allottees requested CIDCO to grant them the permission to assign and transfer their right, title and interest in the said plot to the Promoter.
- X. The CIDCO agreed to grant the NOC for the transfer of the plot in favour of the Promoter on the condition that an affidavit/undertaking be executed by the Promoter that if in future, if any enhanced compensation becomes payable to the Original Allottees in respect of their acquired lands, the responsibility of paying the same shall be of the Promoter and CIDCO shall not be liable for the said payment.

- XI. The Original Allottees then informed the Promoter that they had filed a Land Acquisition Reference before the Civil Judge (S.D.), Panvel being LAR No. 23/2012.
- XII. That at the request of Mr. Kishore K. Mhatre, the Sole Proprietor of M/s. K. K. Land Developers, the Promoter executed the affidavit /undertaking dated the 13th June, 2018 on the condition that the Original Allottees and Mr. Kishore K. Mhatre would execute Indemnity Bonds whereby each one of them shall indemnify the Promoter with respect to enhanced compensation/Vadiv Maveja.
- XIII. That the CIDCO by a letter dated the 13th July, 2018 granted permission to transfer the right, title and interest in the said plot to the Original Allottees on the payment of the transfer charges of ₹ 8,53,258/-. That the Promoter made the payment of the transfer charges of ₹ 8,53,258/- (albeit on behalf of the Original Allottees).

F. AND WHEREAS

- I. That by a Tripartite Agreement dated the 17th July, 2018 registered with Sub-Registrar of Assurances, Panvel under Sr. No. 7680/2018 the CIDCO and the Original Allottees and Promoter transferred all the rights, titles and interests in the project land in favour of the Promoter on the terms and conditions as set out in the Tripartite Agreement dated 17th July, 2018. Hereto annexed and marked *Annexure - "G"* is the copy of the Tripartite Agreement dated the 17th July, 2018.

II. The CIDCO vide its letter dated the 27th, July, 2018 bearing No. CIDCO/ESTATE/SATYO/Ulwe/1479/2018 confirmed that the project land stood transferred in the name of Promoter. Hereto annexed and marked *Annexure “H”* is the copy of the letter dated the 27th July, 2018.

G. AND WHEREAS:

I. The Promoter applied for the grant of the development permission for constructing residential building on the Project Land. In exercise of power u/s 45 of the MRTP Act, the CIDCO on the 21st December, 2018 passed the Assessment Order, issued Commencement Certificate and approved the plans for the development of the Plot, pursuant to the application of the Promoter u/s. 44 thereof. Hereto annexed and marked *Annexures - “I” & “I-1”* are the copies of the Assessment Order and Commencement Certificate both dated the 21st December, 2018.

C. AND WHEREAS:

I. Consequently, the Promoter herein became seized and possessed of and entitled to develop the Project land in compliance of the terms and conditions as set out in the Agreement to Lease dated the 22nd March, 2018 and the Tripartite Agreement dated the 17th July, 2018.

D. AND WHEREAS:

1. The Promoter proposes to construct on the project land, a residential building to be known as “CASABLANCA” containing Wings “A” & “B”, both comprising of Ground plus seven floors strictly as per the building plans and specifications approved/sanctioned by the CIDCO

with such modifications as may be directed/approved by the Planning Authority/ CIDCO/Government and/or any other Competent Authority.

II. The Promoter has entered into Agreement dated with the Architect Triarch Design Studios through its Partner Mr. Hemant Dhavale in the Form so prescribed.

III. The Promoter has also appointed M/s. Vinit Consultants, Structural Engineer, for the preparation of structural designs and drawings of the buildings.

IV. The Promoter shall keep engaged the Architect and the Structural Engineer with the project who shall professionally supervise the same till the completion thereof.

E. AND WHEREAS:

I. As mandated by Section – 3 of Real Estate, the Promoter has registered the present real estate project with the Maharashtra Real Estate Regulatory Authority (MAHARERA). The registration Certificate dated 21st January, 2019 bearing No. P52000019302 is hereto annexed and marked as *Annexure – “J”*.

II. On demand from the Purchaser/s the Promoter has afforded him/her/them the inspection of all the documents of title adverted to supra relating to the project land as also that of the plans, design and specifications prepared by Architect including all such other and further

documents mandated by the RERDA and the Rules and Regulations framed thereunder.

III. The authenticated copy of the Title Certificate issued by Advocate M.Tripathi & Co. is annexed hereto and marked ***Annexure - "K"***.

EXPLANATION: The tenure of the project land is lease-hold, the title whereof emanates from the CIDCO which is a New Town Development Authority constituted under S. 113 (3A) of the MRTP Act. The Government of Maharashtra having acquired the land constituting the delineated territory of Navi Mumbai, a New Town so designated under the Provision of S. 113 of the MRTP Act vested the same upon the CIDCO as mandated by S. 113A thereof. The CIDCO then agreed to grant lease of the Project Land being Plot No.321 admeasuring 899.66 sq.mts. lying being and situate at Sector 19, Ulwe, Navi Mumbai to Shri. Dhavji Aba @ Aabaji Naik & 24 Ors, on the terms and conditions more particularly set out in the Agreement to Lease dated the 22nd March, 2018. By the Tripartite Agreement dated 17th July, 2018 wherein the CIDCO as well was a party, the Original Lessees transferred the Project land to the Promoter, Mr. Vishrut Tripathi, Sole Proprietor of M/s. Vishrut Constructions. Subject to the Promoter performing all the obligations under the Agreements to Lease and the Tripartite Agreement, he (the Promoter) shall be entitled to the lease of the project land which he can, then, convey as mandated by S. 17 of the RERDA to the Co-op Society/Company promoted and registered by the Purchasers as mandated by S. 11 (4-e) thereof.

- IV. The authenticated copy of the plans and specifications of the flat/apartment agreed to be purchased by the Purchaser/s as sanctioned and approved by the Town Planning Authority is annexed hereto and marked as *Annexure - "L"*.
- V. The Promoter has obtained all the requisite permissions/approvals from the Town Planning Authority (the CIDCO) as mandated by the GDCR for Navi Mumbai, 1975 as amended from time to time and shall apply for the Occupancy Certificate in accordance with and in compliance of Reg. 9-2 thereof. The Town Planning Authority shall then grant the Occupancy Certificate as mandated by Reg – 11 of the GDCR.
- VI. The Promoter has accordingly commenced the building operations upon the project land.

F. AND WHEREAS:

- I. The Purchaser/s has/have requested the Promoter and the Promoter has agreed to sell (on the basis of carpet area only) to the Purchaser/s a **flat bearing No. _____**, admeasuring _____sq. mts. Carpet Area located on the _____ **Floor in Wing -** thereof in the Project to be known as **"CASABLANCA"** as shown in the typical floor plan being Annexure "L" hereto being constructed on the Project Land.
- II. The carpet area mentioned in the immediately preceding clause means the net useable floor area of the flat including the area covered by the internal walls but excluding the area covered by:

- (a) The enclosed balcony which is _____ **sq.mts.** for the exclusive use of the Purchaser.

Explanation: The enclosed balcony means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

- (b) The external Walls.
- (c) The area under service shaft.
- (d) The Chhajja/ Cornice.
- (e) A Club-House integrated with gymnasium etc., the membership whereof is given free but the Purchaser-members shall be liable to pay for the running cost/charges as might be decided by the Society/Company.

N.B: It is unambiguously agreed and understood by the parties hereto that the Promoter has agreed to sell the flat on the basis of the carpet area alone and the consideration mentioned herein is only for the flat/shop (on the basis of the carpet area). The items mentioned at Sr. No. **(a)** to **(e)** shall pass onto the Purchaser free of cost along with the flat/shop. The membership of the club house is also free of cost. Since the items nos.(a) to (e) pass on the Purchaser/s free of cost, they (the Purchasers) undertake not to raise any kind of dispute vis-à-vis the same including their area even if the same increases/decreases.

III. The Purchaser/s has/have agreed to pay ₹_____/- (Rupees _____ Only) being the consideration of the said flat (on the basis of the carpet area alone) in accordance with the provisions of the RERDA and Rules and Regulations framed thereunder. The Purchaser paid ₹_____/- (Rupees _____ Only) as advance (not exceeding 10% of the entire consideration) and ₹_____/- (Rupees _____ Only) upon the execution of this Agreement (in total being 20% of the entire consideration) and the balance amount shall be paid strictly in accordance with the progress of the construction work as delineated in the Schedule annexed hereto and marked as *Annexure – “M”*.

IV. The Promoter, therefore, in compliance of the mandate of S. 13 of the RERDA execute this Agreement evincing the terms and conditions mutually agreed upon by and between the parties hereto whereunder the Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase the flat and covered parking which are set out hereunder.

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

1. RECITAL CLAUSES ARE INTEGRAL TO THIS AGREEMENT:

The recitals supra are intended to be treated as the integral part of this agreement for all purposes including the interpretation of this document.

2. **CONSTRUCTION OF THE PROJECT:** The Promoter shall under normal conditions construct the building consisting of two wings both comprising of Ground plus 7 floors on the pieces and parcels of land bearing Plot No.321, admeasuring 899.66 Sq.mtrs, Sector – 19, Ulwe, Taluka – Panvel, District – Raigad, Navi Mumbai (the Project Land), more particularly described in the Schedule hereunder written, in accordance with the plans and specifications approved and sanctioned by the CIDCO. The Promoter will be entitled to make such variations and modifications as the Promoter may consider necessary or desirable or as may be required by the Government, the CIDCO or any other Public Body or Authority to be made in them. The said plans and specifications have been kept at the office of the Promoter for inspection.

PROVIDED THAT except for such variations/additions/alterations/modifications as might be required to be carried out as per the requisition of the Government/Authorities, others shall be carried out, if so required, with the consent of the Purchasers in accordance with the mandate of the RERDA and the Rules and Regulations framed thereunder.

3. **SALE OF FLAT:**

The Promoter hereby agree to sell to the Purchaser/s (subject to the due and timely payment of the consideration and further subject to the due and proper performance and compliance of all the terms and conditions herein appearing by the Purchaser/s) and the Purchaser/s hereby agrees

to purchase from the Promoter on the basis of carpet area¹ only being
Flat No. _____ **admeasuring** _____ **Sq. Mtrs.** carpet area
 (hereinafter referred to as “the said flat”) located on the _____ **Floor**
in Wing - of the Project to be known as “**CASABLANCA**” being
 constructed on the Project Land as shown in the typical floor plan being
 Annexure – “L” hereto being constructed on the Project Land.

3.1. The carpet area mentioned in the immediately preceding clause
 means the net useable floor area of the flat including the area covered
 by the internal walls but excluding the area covered by:

- (a) The enclosed balcony which is _____ **sq.mts.** for the
 exclusive use of the Purchaser.

Explanation: The enclosed balcony means the balcony that has
 been permitted to be enclosed as per the approved plan under
 Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

(b) The external Walls.

(c) The area under service shaft.

(d) The Chhajja/ Cornice.

(e) A Club-House integrated with gymnasium etc., the membership whereof
 is given free but the Purchaser-members shall be liable to pay for the
 running cost/charges as might be decided by the Society/Company.

N.B: It is unambiguously agreed and understood by the parties hereto
 that the Promoter has agreed to sell the flat on the basis of the carpet area
 alone and the consideration mentioned herein is only for the flat/shop

1. As defined by S. 2(k) of the RERDA

(on the basis of the carpet area). The items mentioned at Sr. No. **(a)** to **(e)** shall pass onto the Purchaser free of cost along with the flat/shop. The membership of the club house is also free of cost. Since the items nos.(a) to (e) pass on the Purchaser/s free of cost, they (the Purchasers) undertake not to raise any kind of dispute vis-à-vis the same including their area even if the same increases/decreases.

3.2 The Purchaser/s hereby agree/s to purchase and the Promoter agrees to sell the **Covered Parking** No. being constructed as per the plans for the consideration of ₹/- (Rupees).

N.B: Covered Parking means an enclosed or covered area approved by the competent Authority as per the DCR for the parking and which may be in the basement and/or stilt and/or podium and/or space provided by mechanized parking arrangements.

4. CONSIDERATION:

- 4.1. In consideration of the Promoter agreeing to sell the said flat on the basis of the carpet area only, the Purchaser/s has/have agreed to pay to the Promoter, a lumpsum price of ₹...../- (Rupees Only).
- 4.2. In consideration of the Promoter selling the Covered Parking No., the Purchaser/s shall pay to the Promoter ₹ _____ /- (Rupees _____ Only).
- 4.3. The Purchaser shall pay to the Promoter the aggregate amount of ₹ _____ /- (Rupees _____ Only) towards the consideration of the flat and the Covered Parking in accordance with the Schedule of Payment being Annexure - “M” hereto. The payment of the consideration STRICTLY as per the payment schedule is agreed and understood to be the essence of the contract for the payment of the installments as per the schedule is essential for the completion of the construction in the given time frame and the default may adversely affect the completion of project within the committed time frame. The Purchaser/s has been explained that any default in the payment as per the schedule might cause loss/delay to the entire project. The Purchaser/s has/have therefore agreed not to commit any default in the payment and scrupulously and tenaciously adhere to the schedule of payment.
- 4.4. The aggregate consideration of ₹ _____ /- (Rupees _____ Only) mentioned supra is exclusive of the

taxes, cesses, charges, penalties viz. service tax/GST/VAT/ Octroi/LBT etc. and/or any other taxes, cesses, charges, penalties which might be levied/exacted in connection with carrying out of the development of the project and/or the building operations therein upto the date of the handing over the possession of the apartment/covered parking, which the Purchaser/s undertake/s to pay the Promoter apart from the aggregate consideration of the flat/covered parking.

- 4.5. The Purchaser/s hereby agrees, declares and confirms with the Promoter that the Purchaser/s shall comply with the mandate of S. 194-IA of the Income Tax Act, 1961 by deducting TDS, if applicable, and depositing the same with the concerned Authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax Authorities within the stipulated period and shall also issue the TDS certificate to the Builder within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoter is entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above

in this Clause shall be applicable for the additional TDS so deducted.

4.6. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification /order /rule /regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

5. **INSPECTION OF DOCUMENTS BY THE PURCHASER/S:** The Purchaser/s has/have prior to the execution of this Agreement, perused all the documents constituting title deeds, approved plans, commencement certificate, development permission and satisfied himself/themselves/herself about the title of the Promoter to the said flat and no requisition or objection shall be raised upon the Promoter in any matter relating thereto. A copy of the Certificate of Title issued by M/s M. Tripathi & Co., Advocate, being Annexure “K” hereto. The Purchaser/s has independently of the said certificate made inquiries concerning the title of the Promoter to the said property and the

Purchaser/s has/have accepted the same and he/she/they shall not be entitled to raise or administer any requisition or objection in respect of the property or the Promoter title thereto.

6. **CONFIRMATION OF THE CARPET AREA:** The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4.1 of this Agreement.

7. **AUTHORISATION TO THE PROMOTER TO ADJUST PAYMENTS TOWARDS DUES:** The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/s

undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.

8. **OBSERVATION OF THE TERMS/CONDITIONS OF THE DEVELOPMENT PERMISSIONS BY THE PROMOTER:** 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 Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the flat.
9. **TIME BEING ESSENCE:** Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s 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 4.3 herein above. (“Payment Plan”).
10. **FLOOR SPACE INDEX:** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 which yields total BUA of 1348.66 square meters as is reflected from the area

calculations shown on the sanctioned plans worked out for the time being in force. The Promoter shall be entitled to the increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.5 as proposed to be utilized by them on the project land based on the GDCR for the time being in force. The Purchaser/s has/have agreed to purchase the said Apartment in the project being carried out as per the FSI rules in force as of date and any increase in the FSI shall exclusively belong to the Promoter, which the promoter can utilize either in the **2nd Phase** or by constructing additional building/wing on the project land.

11. **INTEREST PAYABLE ON DELAY:** If the Promoter fails to abide by the time schedule for completing the project and handing over the apartment to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. In the like manner, the Purchaser/s agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.
12. **TERMINATION OF THE AGREEMENT PURSUANT TO THE DEFAULT BY THE PURCHASER:** Without prejudice to the right of

Promoter to charge interest in terms of sub Cl. 11 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments (Default would mean non-payment of the respective installments within seven days of the receipt of notice of demand from the Promoter by the Purchaser), the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid or cancellation of the Agreement by the Purchaser for any reason whatsoever, the Promoter shall, upon forfeiting 20% of the amounts paid till then as liquidated damages refund to the Purchaser/s, 80% of the amount paid by the Purchasers till then within a period of thirty days of the termination.

13. **FIXTURES & FITTINGS:** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand to be provided by the Promoter in the said building and the flat as are set out in the Schedule annexed hereto and marked *Annexure - "N"*.

14. **TIMELINE FOR DELIVERING POSSESSION:** The Promoter shall deliver possession of the Apartment to the Purchaser/s on or before March, 2022. If the Promoter fails or neglects to give possession of the flat to the Purchaser/s on account of reasons beyond his or his agent's control by the aforesaid date, the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the flat with interest at the same rate as may mentioned in the Cl. 11 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 the extension of time for delivering the possession of flat without any interest payable to the Purchaser/s, 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.
- (iii) any order/decreed of the Court.
- (iv) Non availability of cement, steel and/or any other construction material.

14.1. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and after receipt of all the payments to be made by the Purchaser/s as per the agreement shall offer in writing the possession of the flat to the Purchaser/s in terms of this Agreement which the Purchaser/s shall take within two months from the date of issue of such notice. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within seven days of receiving the occupancy certificate of the Project.

14.2. Failure of Purchaser/s to take Possession of the flat: Upon receiving a written intimation from the Promoter as per Clause 14.1, the Purchaser/s shall take possession of the flat 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 to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause 14.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

14.3. On obtaining the Part Occupancy/Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the CIDCO Ltd./Local authority concerned, causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoter offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoter, within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd. or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/Allottee(s) for any purposes other than for purpose for which it is sold.

15. DEFECT WARRANTY:

15.1. If within a period of five years from the date of receiving possession of the flat, the Purchaser/s brings to the notice of the Promoter any structural defect in the flat or the building in which the flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

15.2. The aforesaid warranty given by the Promoter is applicable only if after occupying the flat the Purchaser shall maintain the flat in the same condition as it was handed over to him by the promoter. In case the Purchaser makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing false ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association/company. Further, in the following cases where the Purchaser (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure,

(ii) Purchaser and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's flat or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the Purchaser shall not be entitled to invoke the aforesaid warranty given by the Promoter.

16. **USE OF THE FLAT:** The Purchaser/s shall use the flat or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use the Covered Parking only for purpose of keeping or parking vehicle.

17. **FORMATION OF THE JURISTIC BODY AND CONVEYANCE OF THE LAND:** The Purchaser/s along with other Purchaser/s of flat in the building shall join information and registration 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 Purchaser/s, so as to enable the Promoter to register the common organisation of Purchaser/s. No objection shall be taken by the Purchaser/s 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.

18. **CONVEYANCE OF THE TITLE:** The Promoter shall, within three months of the receipt of Occupancy Certificate of the building constructed on the Project Land cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter the building in which the said flat is situated and the Project Land.

19. **PURCHASER/S LIABILITY TO PAY TAXES OUTGOINGS & OTHER CHARGES:** Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that flat is ready for use and occupancy, the Purchaser/s 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 project land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of ₹..... per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any

interest and remain with the Promoter until a conveyance/assignment of lease of the project land and structure of the building is executed in favour of the society or a limited company as aforesaid. On the execution of such conveyance/assignment of lease of the project land and building, 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.

20. **DEPOSITS:** The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) ₹ for share money, application entrance fee of the Society or Limited Company.
- (ii) ₹..... for formation and registration of the Society or Limited Company.
- (iii) ₹..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.
- (iv) ₹.....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- (v) ₹..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) ₹ for deposits of electrical receiving and Sub Station provided in the Plans.

21. **LEGAL COST/CHARGES:** The Purchaser/s shall pay to the Promoter a sum of ₹..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the

Promoter in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

22. STAMP DUTY & REGISTRATION CHARGES OF CONVEYANCE: At the time of registration of conveyance/ Assignment of Lease of the Project Land and the structure of the building, the Purchaser/s shall pay to the Promoter, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the Project Land.

23. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represent and warrant to the Purchaser/s as follows:

- (i) The Promoter has clear and marketable title with respect to the project land; and have the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) Subject to whatever stated supra, there are no encumbrances upon the project land or the Project;

- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said flat which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Purchaser/s in the manner contemplated in this Agreement;

- (viii) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to the Association of the Purchaser/s;
- (ix) 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;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- (xi) The Promoter shall be entitled to put up his hoardings/NEON sign on tender/parapet wall displaying his logo/trade mark making the project having been developed by them for which the purchaser/s has given unconditional consent. The Society/ Company shall not demand any charges for the same from the Promoter except the actual electric consumption cost.

24. PURCHASER'S COVENANTS: The Purchaser/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 Purchaser/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 Purchaser/s in this behalf, the Purchaser/s 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 Purchaser/s 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s 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 project land 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 project land 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 Purchaser/s for any purposes other than for purpose for which it is sold.
- (ix) The Purchaser/s 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 Purchaser/s to the Promoter under this Agreement are fully paid up.
- (x) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xi) Till a conveyance of the Project Land alongwith the building in which flat is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

(xii) The Purchaser/s shall in addition to the consideration of the flat set out in Cl.4 supra, pay the proportionate share of VAT/Service tax/GST and/or any other charges, cesses, taxes demands made/raised by the Government, CIDCO and/or any other authorities.

25. SEPARATE BANK ACCOUNTS FOR ADVANCE & DEPOSITS:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s 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 he has been received.

26. **NOT A DEMISE:** 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 Project Land and the building or any part thereof. The Purchaser/s 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, club house shall remain the property of the Promoter until the Project Land alongwith the said building is transferred to the Society/Limited Company as hereinbefore mentioned.
27. **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 and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such flat.
28. **BINDING EFFECT:** Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the

date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

29. **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 apartment, as the case may be.
30. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
31. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/SUBSEQUENT PURCHASER/S:** 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 Purchaser/s of the flat, in case of a transfer, as the said obligations go along with the flat for all intents and purposes.

32. **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 there under 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.

33. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flat in the Project.

34. **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.

35. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Purchaser/s at the Promoter' Office at Vashi, Navi Mumbai - 400 705 and after the Agreement is duly executed by the parties hereto the same shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Vashi, Navi Mumbai.

36. **PRESENTATION OF THIS AGREEMENT & CONVEYANCE FOR REGISTRATION:** The Purchaser/s 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.

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

_____ Name of Purchaser/s

_____ (Purchaser/s' Address)

Notified Email ID: _____

SHRI. VISHRUT TRIPATHI, Sole Proprietor of M/S. VISHRUT CONSTRUCTIONS, 803, Satra Plaza, Sector 19D, Vashi, Navi Mumbai

Notified Email ID: info@vishrutconstructions.com

38. **INTIMATION OF CHANGE OF ADDRESS:** It shall be the duty of the Purchaser/s 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 Purchaser/s, as the case may be.
39. **JOINT PURCHASER/S:** That in case there are Joint Purchaser/s all communications shall be sent by the Promoter to the Purchaser/s 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 Purchaser/s.
40. **STAMP DUTY AND REGISTRATION CHARGES:** The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.
41. **DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the

same shall be referred to the Authority as per the provisions of the mandate of the RERDA and the Rules and Regulations, thereunder.

42. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Navi Mumbai in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land being Plot No.321 admeasuring 899.66 sq.mts. lying being and situate at Sector 19, Ulwe, Navi Mumbai, Tal-Panvel, Dist-Raigad and bounded as follows that is to say:

- On or towards North by : 11 mtrs Road
- On or towards South by : Plot No. 325 & 326
- On or towards West by : Plot No. 322
- On or towards East by : Plot No. 320 & 319

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser/s: (including joint buyers)

- (1)
- (2)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:

SHRI. VISHRUT TRIPATHI,
Sole Proprietor of M/S. VISHRUT CONSTRUCTIONS

WITNESSES:

Please affix
photograph
and sign
across the
photograph

Name _____

Signature _____

Name _____

Signature _____

R E C E I P T

RECEIVED OF AND FROM THE PURCHASER/S)

withinnamed the day and the year first hereinabove)

written the sum of ₹./- (Rupees.....)

.....)

only being the part consideration to be paid by)

him/her/them to us as within mentioned.)

I SAY RECEIVED

SHRI. VISHRUT TRIPATHI
Sole Proprietor of M/S. VISHRUT CONSTRUCTIONS

ANNEXURE - “M”

SCHEDULE OF PAYMENT

1. The Purchaser/s have/has paid on or before execution of this agreement a sum of ` \_\_\_\_\_ (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 `(Rupees) in the following manner:-
 - i. Amount of `/-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
 - ii. Amount of `/-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
 - iii. Amount of `/-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of `/-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

- v. Amount of `...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of `...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of `...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of `...../- (.....) against and at the time of handing over of the possession of the Apartment to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.