

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT FOR SALE made and entered into at Vashi, Navi Mumbai, on this _____ day of _____ 201____, **BETWEEN M/S. VAASTU BUILDERS AND DEVELOPERS (PAN NO. AAHFT2826L)** a Partnership firm, duly registered under the Indian Partnership Act, 1932, through its Authorized Partners **SHRI. UTTAM TUKARAM YALMAR AND SHRI. SUNIL BABAN KOLEKAR** having their registered office at 802, 8th floor, Satra Plaza, Plot Nos. 19 & 20, Sector - 19D, Vashi, Navi Mumbai – 400705 hereinafter referred to as “**the Promoter**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include the partner or partners for the time being of the said Firm the survivor or survivors of them and the heirs, executors and administrators of the such survivor(s) and his/ her/ their assigns) of the **ONE PART**

AND

MR. _____ (**PAN NO.** _____), Age _____ years _____ **AND (PAN NO.** _____) Age _____ years, both Indian inhabitants residing at _____ hereinafter

referred to as “**the Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/their/heirs, executors, administrators and permitted assigns) of the **OTHER PART**

WHEREAS The City and Industrial Development Corporation of Maharashtra Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “**CIDCO**”) is a New Town Development Authority appointed by the State Government of Maharashtra in exercise of its powers under Section 113(1) and (3A) of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as “**the MRTTP Act**”) for the Town of Navi Mumbai

AND WHEREAS the State Government of Maharashtra has in pursuance of Section 113(A) of the MRTTP Act acquired lands and vested such lands in CIDCO for development and disposal

AND WHEREAS In terms of the 12.5% Scheme of CIDCO, CIDCO agreed to allot a plot of land admeasuring 499.94 sq.mtrs. bearing Plot No.128 lying being and situate at Sector 9, Node Ulwe 1D, Taluka Panvel, District Raigad by its Letter of Intent dated 19th December 2007 to Shri Ganpat Kalya Jitekar and Shri Gopinath Marya Jitekar (hereinafter referred to as “**the Original Allottees**”)

AND WHEREAS Mr. Ganpat Kalya Jitekar among the Original Allottees had died intestate on 16th August 2003 (hereinafter referred to as “**the First Deceased Original Allottee**”) leaving behind him Mr. Sudam Ganpat Jitekar, Mr. Atmaram Ganpat Jitekar, Mr. Pandurang Ganpat Jitekar, Mr. Bhagavan Ganpat Jitekar, Mrs. Prabhavati Maruti Dapolkar, Ms. Ratnamala Laxmikant Jitekar, Ms. Jaimala Laxmikant Jitekar , Ms. Madhubala Laxmikant Jitekar and Mr. Aditya Laxmikant Jitekar as his only legal heirs and representatives (hereinafter referred to as “**the Legal Heirs**”)

of the First Deceased Original Allottee”) as per the Hindu Succession Act, 1956 by which he was governed at the time of his death

AND WHEREAS The Legal Heirs of the First Deceased Original Allottee applied to the Court of Civil Judge (Junior Division) Panvel at Panvel under the Bombay Regulation Act for issuing them an Heirship Certificate recognizing them as heirs of the First Deceased Original Allottee and pursuant thereto the Court of Civil Judge (Junior Division) Panvel at Panvel issued an Heirship Certificate dated 2nd August 2008 to the Legal Heirs of the First Deceased Original Allottee recognizing them as the heirs of the First Deceased Original Allottee in respect of the share of the First Deceased Original Allottee in the plot of land to be allotted to the Original Allottees by CIDCO under the 12.5% G.E.S. Scheme aforesaid

AND WHEREAS Mr. Gopinath Marya Jitekar among the Original Allottees had died intestate on 14th October 2006 (hereinafter referred to as **“the Second Deceased Original Allottee”**) leaving behind him Mr. Babruvahan Gopinath Jitekar, Mr. Motiram Gopinath Jitekar, Ms. Chahubai Gopinath Jitekar, Mr. Manohar Gopinath Jitekar. Mr. Bharat Gopinath Jitekar, Mr. Mahendra Gopinath Jitekar, Mr. Meghnath Gopinath Jitekar, Ms. Changuna Kanti Kudavkar, Ms. Durga alias Sharada Gajanan Patil and Ms. Kalpana Arun Patil as his only legal heirs and representatives (hereinafter referred to as **“the Legal Heirs of the Second Deceased Original Allottee”**) as per the Hindu Succession Act, 1956 by which he was governed at the time of his death

AND WHEREAS the Legal Heirs of the Second Deceased Original Allottee applied to the Court of Civil Judge (Junior Division) Panvel at Panvel under the Bombay Regulation Act for issuing them an Heirship

Certificate recognizing them as heirs of the Second Deceased Original Allottee and pursuant thereto the Court of Civil Judge (Junior Division) Panvel at Panvel issued an Heirship Certificate dated 15th July 2008 to the Legal Heirs of the Second Deceased Original Allottee recognizing them as the heirs of the Second Deceased Original Allottee in respect of the share of the Second Deceased Original Allottee in the plot of land to be allotted to the Original Allottees by CIDCO under the 12.5% G.E.S. Scheme aforesaid

AND WHEREAS Mr. Bhagwan Ganpat Jitekar one of the Legal Heirs of the First Deceased Original Allottee died intestate 2nd July 2011 (hereinafter referred to as “**the Deceased No. 1**”) leaving behind him Mrs. Changuna Bhagwan Jitekar, Mr. Darshan Bhagwan Jitekar and Mrs. Sanjivani Bhagwan Jitekar as his only legal heirs and representatives (hereinafter referred to as “**the Legal Heirs of Deceased No. 1**”) as per the Hindu Succession Act, 1956 by which he was governed at the time of his death

AND WHEREAS the Legal Heirs of Deceased No. 1 applied to the Court of Civil Judge (Junior Division) Panvel at Panvel under the Bombay Regulation Act for issuing them an Heirship Certificate recognizing them as heirs of the Deceased No. 1 and pursuant thereto the Court of Civil Judge (Junior Division) Panvel at Panvel issued an Heirship Certificate dated 30th September 2011 to the Legal Heirs of Deceased No. 1 recognizing them as the heirs of the Deceased No. 1 in respect of the share of the Deceased No. 1 in the plot of land to be allotted to the Original Allottees by CIDCO under the 12.5% G.E.S. Scheme aforesaid

AND WHEREAS the survivors among the Legal Heirs of the Second Deceased Original Allottee represented to the Promoter that Ms.

Chahubai Gopinath Jitekar one of the Legal Heirs of the Second Deceased Original Allottee died intestate leaving behind her the survivors among the Legal Heirs of the Second Deceased Original Allottee as her only legal heirs as per the Hindu Succession Act, 1956 by which she was governed at the time of her death and that no Heirship Certificate has been obtained by the survivors among the Legal Heirs of the Second Deceased Original Allottee in respect of the share of Ms. Chahubai Gopinath Jitekar in the plot of land to be allotted to the Original Allottees by CIDCO under the 12.5% G.E.S. Scheme aforesaid, but that CIDCO has recorded the names of the survivors among the Legal Heirs of the Second Deceased Original Allottee as the legal heirs of Ms. Chahubai Gopinath Jitekar on the bare representations of the survivors among the Legal Heirs of the Second Deceased Original Allottee

AND WHEREAS in the manner aforesaid, the survivors among the Legal Heirs of the First Deceased Original Allottee being Mr. Sudam Ganpat Jitekar, Mr. Atmaram Ganpat Jitekar, Mr. Pandurang Ganpat Jitekar, Mrs. Prabhavati Maruti Dapolkar, Mr. Ratnamala Laxmikant Jitekar, Ms. Jaimala Laxmikant Jitekar, Ms. Madhubala Laxmikant Jitekar and Mr. Aditya Laxmikant Jitekar and the Legal Heirs of the Deceased No. 1 being Mrs. Changuna Bhagwan Jitekar, Mr. Darshan Bhagwan Jitekar and Mrs. Sanjivani Bhagwan Jitekar (hereinafter collectively referred to as **“the First Legal Heirs”**) became entitled to the share of the First Deceased Original Allottee and the Deceased No. 1 Mr. Bhagwan Ganpat Jitekar in the plot of land to be allotted to the Original Allottees by CIDCO under the 12.5% G.E.S. Scheme aforesaid

AND WHEREAS in the manner aforesaid, the survivors of the Legal Heirs of the Second Deceased Original Allottee being Mr.

Babruvahan Gopinath Jitekar, Mr. Motiram Gopinath Jitekar, Mr. Manohar Gopinath Jitekar. Mr. Bharat Gopinath Jitekar, Mr. Mahendra Gopinath Jitekar, Mr. Meghnath Gopinath Jitekar, Ms. Changuna Kanti Kudavkar, Ms. Durga alias Sharada Gajanan Patil and Ms. Kalpana Arun Patil (hereinafter referred to as **“the Second Legal Heirs”**) became entitled to the share of the Second Deceased Original Allottee and Ms. Chahubai Gopinath Jitekar in the plot of land to be allotted to the Original Allottees by CIDCO under the 12.5% G.E.S. Scheme aforesaid. The First Legal Heirs and the Second Legal Heirs are hereinafter collectively referred to as **“the Legal Heirs”**)

AND WHEREAS in terms of the 12.5% Scheme of CIDCO, CIDCO agreed to allot a plot of land admeasuring 499.94 sq.mtrs. bearing Plot No.128 lying being and situate at Sector 9, Ulwe, Taluka Panvel, District Raigad (hereinafter referred to as **“the said Plot”**) to the Legal Heirs being 1. Late Mr. Ganpat Kalya Jitekar being 1a)Mr. Sudam Ganpat Jitekar, 1b)Mr. Atmaram Ganpat Jitekar, 1c) Mr. Pandurang Ganpat Jitekar, Late Mr. Bhagavan Ganpat Jitekar’s legal heirs being 1d)Mrs. Changuna Bhagwan Jitekar, 1e) Mr. Darshan Bhagwan Jitekar, and 1f) Mrs. Sanjivani Bhagwan Jitekar, 1g)Mrs. Prabhavati Maruti Dapolkar, 1h) Ms. Ratnamala Laxmikant Jitekar, 1i) Ms. Jaimala Laxmikant Jitekar , 1j) Ms. Madhubala Laxmikant Jitekar and 1k) Mr. Aditya Laxmikant Jitekar , 2) late Mr. Gopinath Marya Jitekar’s and Late Ms. Chahubai Gopinath Jitekar legal heirs being 2a) Mr. Babruvahan Gopinath Jitekar, 2b) Mr. Motiram Gopinath Jitekar, , 2c) Mr. Manohar Gopinath Jitekar, 2d) Mr. Bharat Gopinath Jitekar, 2e) Mr. Mahendra Gopinath Jitekar, 2f) Mr. Meghnath Gopinath Jitekar, 2g) Ms. Changuna Kanti Kudavkar, 2h) Ms. Durga alias Sharada Gajanan Patil and 2i) Ms. Kalpana Arun Patil by its Allotment letter 3rd July 2015

AND WHEREAS by an Agreement to Lease dated 27th October 2015 entered between CIDCO of the One Part and the Legal Heirs of the Other Part duly registered with the Sub-Registrar of Assurances, Panvel-2 under Serial No. PVL2-9023-2015, CIDCO on 28th October 2015 agreed to grant a lease of the said Plot to the Legal Heirs for the term, premium, rent and upon the terms and conditions contained therein

AND WHEREAS Mr. Sudam Ganpat Jitekar among the Legal heirs died intestate on 15th November 2015 (hereinafter referred to as “**the Deceased No. 2**”) leaving behind him Mr. Bholenath Sudam Jitekar, Mr. Dnyaneshwar Sudam Jitekar and Smt. Lilabai Sudam Jitekar as his only legal heirs (hereinafter referred to as “**the Legal Heirs of Deceased No. 2**”) as per the Hindu Succession Act, 1956 by which he was governed at the time of her death

AND WHEREAS the Legal Heirs of Deceased No. 2 applied to the Court of Civil Judge (Junior Division) Panvel at Panvel under the Bombay Regulation Act for issuing them an Heirship Certificate recognizing them as heirs of the Deceased No. 2 and pursuant thereto the Court of Civil Judge (Junior Division) Panvel at Panvel issued an Heirship Certificate dated 16th July 2016 to the Legal Heirs of Deceased No. 2 recognizing them as the heirs of the Deceased No. 2 in respect of the share of the Deceased No. 2 in the said Plot

AND WHEREAS by is letter dated 27th June 2017 CIDCO has inter-alia recorded the names of the Legal Heirs of Deceased No. 2 in their records as the Original Licensees in place and stead of the Deceased No. 2 in respect of the said Plot

AND WHEREAS by a Tripartite Agreement dated 26th July 2017 entered between CIDCO of the First Part, the Legal Heirs and the Legal Heirs of the Deceased No. 2 of the Second Part and the Promoter of the Third Part, duly registered with the Sub-Registrar of Assurances Panvel-2, under Serial No. PVL2-8643-2017 on 26th July 2017, CIDCO granted permission to the Legal Heirs and the Deceased No. 2 to sell, transfer and assign their leasehold right, interest and/or benefit in the said Plot to the Promoter for the consideration and upon terms and conditions contained therein

AND WHEREAS by its Final Order dated 3rd August 2017, CIDCO has inter alia recorded the name of the Promoter as a Licensee in respect the said Plot in its records

AND WHEREAS the Promoter through their Architect prepared Building Plans, proposing to construct a residential building of ground plus 7 upper floors consisting of 21 residential units on the said Plot (hereinafter referred to as “**the Project**”) and submitted them to CIDCO and pursuant thereto CIDCO has approved the plans and specifications of the building under the said Project and issued a Commencement Certificate dated 15th June 2018 bearing Reference No. CIDCO/BP-15736/TPO (NM&K)/2018/2732 to the Promoter

AND WHEREAS a copy of Certificate of Title issued by **Mr. Onkar Gupte, Advocate & Solicitor** is annexed hereto and marked **Annexure “B”**

AND WHEREAS the Promoter has entered into a Standard Agreement with IDENTITY ARCHITECTS registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects

AND WHEREAS the Promoter has appointed a Structural Engineer ~~M/S.~~
B.S. SUKTHANKAR & ASSOCIATES for the preparation of the structural design and drawings of the building to be constructed by the Promoter on the said Plot and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building

AND WHEREAS by virtue of the said Tripartite Agreement, the Promoter has sole and exclusive right to sell Flats in the building to be constructed by the Promoter on the said Plot and to enter into Agreement/s with the purchaser(s) of the Flats/ Shops and to receive the sale consideration in respect thereof

AND WHEREAS the Promoter has registered the Project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) with the Real Estate Regulatory Authority (hereinafter referred to as “**the said Authority**”) under Registration No. _____

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter's Architects IDENTITY ARCHITECTS and of such other documents as are specified under the Real Estate Act and the Rules and Regulations made thereunder

AND WHEREAS the authenticated copies of the plans of the Layout as approved by CIDCO have been annexed hereto and marked as **Annexure “C”**

AND WHEREAS the Promoter has commenced development of the said Plot by constructing thereon a building as aforesaid in accordance with the

sanctioned plans and as per the terms and conditions in the Agreement to Lease and the Tripartite Agreement mentioned above and in accordance with the Commencement Certificate, Annexure "A" hereto

AND WHEREAS the Allottee/s approached the Promoter in order to purchase a flat in the building being constructed by the Promoter on the said Plot and in respect thereof sought inspection of all the documents of title relating to the said Plot, the plan, designs and specifications prepared by the Promoter's Architect, the amenities being provided by the Promoter and such other documents as are specified under the Real Estate Act

AND WHEREAS after satisfying himself/ herself/ themselves about the nature of title of the Promoter in the said Plot, the plans and specifications and the amenities being offered by the Promoter, the Allottee/s offered to the Promoter to sell to them Flat No._____, on the _____ Floor of the building being constructed by the Promoter on the said Plot and to be known as "**VAASTU ADARSH**" admeasuring about _____ **Sq. Mtrs.** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said Premises**") for the consideration of Rs. _____ (Rupees _____ only) which offer has been accepted by the Promoter

AND WHEREAS "carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the said Premises

AND WHEREAS the authenticated copies of the plans and specifications

of the said Premises agreed to be purchased by the Allottee/s as sanctioned and approved by CIDCO have been annexed and marked as **Annexure “D”**. A List of Amenities to be provided by the Promoter in the said Premises are set out in **Annexure “E”** hereto

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 for Sale on the terms and conditions appearing hereinafter

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs..... (Rupees) only being part payment of the sale consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under Section 13 of the Real Estate Act, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises with the Allottee/s being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Premises and the covered parking space (**if applicable**)

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of the sale of the said Premises by the Promoter to the Allottee/s in the manner hereinafter appearing

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. DEVELOPMENT OF THE SAID PLOT:

The Promoter shall construct a building on all that piece and parcel of land bearing Plot No.128, admeasuring about 499.94 sq. mtrs., lying being and situate at Sector-9, Ulwe Node, Taluka Panvel , Raigad District, Navi Mumbai and more particularly described in the First Schedule herein under written (hereinafter collectively referred to as “**the said Plot**”) for residential user in accordance with the plans, designs and specifications approved and sanctioned by the City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as “**CIDCO**”) and as specified under the Rules and Maharashtra Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) and which the Allottee/s herein has seen and approved with only such variations and modifications as may be required by CIDCO or any other authority. The Allottee/s hereby further agree and consent for any other variation or modification which the Promoter may consider necessary provided the same is approved by CIDCO and/ or other authorities from time to time.

2. THE SAID PROJECT/ THE SAID PREMISES:

The Allottee/s hereby agrees to purchase and acquire Flat No._____, on _____ Floor admeasuring _____ sq.mtrs. carpet (total usable area shall be as per the floor plan attached herewith), in the residential building of ground plus 7 upper floors consisting of 21 residential units being constructed

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by the Promoter on the said Plot and to be known as “**VAASTU_____”-ADARSH**” (hereinafter referred to as “**the said Project**”) and more particularly described in the Second Schedule hereunder written (hereinafter referred to as “**the said Premises**”) on the terms and conditions hereinafter appearing. The internal design of the said Premises is as per the drawings of plans shown and verified by the Allottee/s, which are annexed herewith and marked **Annexure “D”**. It is clarified that the dimensions indicated in plans are the area of the unfinished dimensions between all the walls of the said Premises, including door jams area.

3. APPLICABILITY OF THE PROVISIONS OF RERA:

- 3.1 This Agreement for Sale shall always be subject to the provisions contained in the Real Estate Act and any amendment therein or re-enactment thereof for the time being in force.
- 3.2 The Allottee/s has/have, prior to execution of this Agreement acquainted themselves with all the facts as to the nature of the right and title of the Promoter in the said Plot and/or the said Premises. The Allottee/s has/have no further requisitions or objections on any matter relating thereto.

4. CONSIDERATION / TAXES / SCHEDULE OF PAYMENT / TIME BEING THE ESSENCE:

- 4(a)(i) The Purchaser/s agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the said Premises for the total consideration of Rs. _____/- (**Rupees _____ only**) (ii) The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s covered parking spaces bearing No.____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-

- (b) The total aggregate consideration amount for the said Premises including covered parking spaces is thus Rs _____/-(Rupees _____ only).
- (c) The Purchaser/s has paid on or before execution of this Agreement for Sale a sum of Rs _____/- (Rupees _____ only) as advance payment and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:-

<u>Sr. No</u>	<u>Particulars</u>	<u>% Due</u>	<u>Amount</u>
<u>1</u>	<u>Booking Amount</u>	<u>5%</u>	
<u>2</u>	<u>Within 45 Days</u>	<u>5%</u>	
<u>3</u>	<u>On Registration of Agreement</u>	<u>20%</u>	
<u>4</u>	<u>On Completion Of Plinth</u>	<u>15%</u>	
<u>5</u>	<u>1st Slab</u>	<u>3%</u>	
<u>6</u>	<u>2nd Slab</u>	<u>3%</u>	
<u>7</u>	<u>3rd Slab</u>	<u>3%</u>	
<u>8</u>	<u>4th Slab</u>	<u>3%</u>	
<u>9</u>	<u>5th Slab</u>	<u>3%</u>	
<u>10</u>	<u>6th Slab</u>	<u>3%</u>	
<u>11</u>	<u>7th Slab</u>	<u>3%</u>	
<u>12</u>	<u>Top Slab including Lift Machine Room, Staircase, Water Tank etc.</u>	<u>4%</u>	
<u>13</u>	<u>Walls, Internal Plaster, Staircase, Lift Well, Lobbies upto floor level of the said Premises</u>	<u>5%</u>	
<u>14</u>	<u>Sanitary Fittings, Floorings, Doors and Windows</u>	<u>5%</u>	

15	External Plumbing, External Plaster, Terraces with water proofing	5%	
16	Installation of Water Pump Electromechanical Equipment's	5%	
17	Installation of Lift	5%	
18	On Possession	5%	
	Total	100%	

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Sr. No	Particulars	% Due	Amount
1	Booking Amount	5%	
2	Within 45 Days	5%	
3	On Registration of Agreement	20%	
4	On Completion Of Plinth	15%	
5	1 st Slab	—%	
6	2 nd Slab	—%	
7	3 rd Slab	—%	
8	4 th Slab	—%	
9	5 th Slab	—%	
10	6 th Slab	—%	
11	7 th Slab	—%	
12	Top Slab (Including Lift Machine Room, Staircase, Water Tank ect.	—%	
13	Walls, Internal Plaster, Staircase, Lift Well, Lobbies upto floor level of the said Premises	—%	
14	Sanitary Fittings, Floorings, Doors and Windows	—%	
15	External Plumbing, External Plaster,	—%	

	Terraces with water proofing		
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- (d) The total consideration above excludes Taxes (consisting of tax paid or payable by way of Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Premises including GST.
- (e) The total consideration 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/s 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/s which shall only be applicable on subsequent payments.
- (f) 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 the Purchaser/s within thirty days with annual interest at the rate specified in the Rules as applicable to the State of Maharashtra framed under the Real Estate Act from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the

carpet area of the said Premises, 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(a) of this Agreement for Sale.

- (g) 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 his sole discretion deems fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (h) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in their sole discretion deems fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (i) The Allottee/s shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter within seven 07 days after such deduction is made.

Provided that the receipt for the payment made shall be issued by the Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee/s and the TDS certificate is received by the Promoter from the Allottee/s.

- (j) Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the possession of the said Premises to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations

under this Agreement for Sale subject to the simultaneous completion of construction by the Promoter.

- (k) The Purchaser has clearly understood and accepted the implications of the above provisions and does hereby expressly agreed ratified and confirmed the same. The aforesaid conditions are of the essence of this contract. Only upon the Purchaser agreeing to the aforesaid conditions as a condition precedent, the Promoter have agreed to sell the said Premises to the Purchaser. The Purchaser shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Promoter or claim any reduction in price of the said Premises on such or other grounds like damage hardship or inconvenience or obstruction of air light or otherwise in respect of the said Premises or any portion of the said Plot. The Purchaser does hereby agree not to directly or indirectly do or cause to be done or omit or cause to be omitted any act deed matter or thing and/or adopt any legal or quasi legal proceedings or actions whereby the further development of the entire of the said Plot with the buildings by the Promoter or others is in any manner hindered hampered or obstructed.

5. FLOOR SPACE INDEX (FSI):

- 5.1 The Promoter hereby declare that the total Floor Space Index in respect of the said Plot is 499.94sq.mtrs. only and the Promoter shall utilize the entire Floor Space Index available and the Allottee/s has agreed to purchase the said Premises on this information and also on the understanding that any incremental FSI which may be available due to change in FSI norms shall belong to the Promoter and shall be utilized by the Promoter as it deems fit on the said Plot.

6. CONSEQUENCES OF DELAY BY PROMOTER OR ALLOTTEE/S

- 6.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the possession of the said Premises to the

Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the said Project, interest as specified in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as “**the said Rule**”), on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said Premises. The Allottee/s agrees to pay to the Promoter, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement for Sale from the date the said amount is payable by the Allottee/s to the Promoter.

7. DEFAULT BY ALLOTTEE/S:

- 7.1 Without prejudice to the right of Promoter to charge interest in terms of Clause 6(1) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement for Sale (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter may at his sole option, be entitled to terminate this Agreement for Sale Provided that the Promoter shall give notice of fifteen days in writing to the Allottee/s by Registered Post A.D. at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s of its intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate this Agreement for Sale. If the Allottee/s fails 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 for Sale Provided further that upon termination of this

Agreement for Sale as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the said Premises which may till then have been paid by the Allottee/s to the Promoter.

8. CANCELLATION/TERMINATION OF AGREEMENT:

- 8.1 If the Allottee/s requests the Promoter to cancel this Agreement for any reason whatsoever and offers to surrender the said Premises, the Promoter may at its option accept the offer of surrender by the Allottee/s pursuant to which the Promoter shall be entitled to forfeit 10% of the total consideration amount payable by the Allottee/s to the Promoter to purchase the said Premises under this Agreement and shall refund to the Allottee/s the balance amount, if any, remaining, from the amounts paid by the Allottee/s to the Promoter under this Agreement (excluding statutory amounts and subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) to the Allottee/s (but without any interest, compensation, damages or costs) after the Promoter sells the said Premises to any other prospective buyer and receives the entire consideration from the prospective buyer Provided that in the event the amount required to be forfeited by the Promoter as aforesaid is more than the amount paid by the Allottee/s to the Promoter, then the Allottee/s shall pay the amount fallen short within 7 days from cancellation of this Agreement.
- 8.2 In the event the Promoter terminates this Agreement in terms of Clause 7.1 on account of failure of the Allottee/s to rectify the breaches committed by him/her/them, then the Promoter shall be entitled to forfeit 10% of the total consideration amount payable by the Allottee/s to the Promoter to purchase

the said Premises under this Agreement as and by way of liquidated damages in addition to receiving interest from the Allottee/s as stated in the above Clause 6.1.

9. FIXTURES AND FITTINGS:

- 9.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Premises as are set out in **Annexure 'E'**, annexed hereto.

10. POSSESSION:

- 10.1 The Promoter shall give possession of the said Premises to the Allottee/s on or before 31.12.2021. If the Promoter fails or neglects to give possession of the said Premises to the Allottee/s by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Premises with interest at the same rate as may mentioned in the Clause 6.1 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 the possession of the said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 10.2 Procedure for taking possession- The Promoter upon obtaining the occupancy certificate from the competent authority and receiving the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Premises to the Allottee/s in terms of this Agreement to be taken within two months from the date of receipt of such notice and the Promoter shall give possession of the said Premises to the

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Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of said Allottee/s, as the case may be. The Promoter on his behalf shall offer the possession to the said Allottee/s in writing within two months of receiving the occupancy certificate of the Project.

10.3 Failure of the Allottee/s to take Possession of said Premises: Upon receiving a written intimation from the Promoter as per Clause 10.2, the Allottee/s shall take possession of the said Premises 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 said Premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 10.2 such Allottee/s shall continue to be liable to pay maintenance and other charges, taxes and other amounts demanded by the Promoter along with interest thereon as may be fixed by the Promoter.

10.4 On getting the Occupancy Certificate, the Promoter may handover possession of the said Premises to the Allottee/s even though electricity and water supply have not commenced by the respective competent authorities. The Allottee/s shall not be entitled to raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoter offering possession of the said Premises to the Allottee/s, the Allottee/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

11. STRUCTURAL DEFECTS OF WORKMANSHIP OR SERVICE

11.1 If within a period of five years from the date of obtaining certificate, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Real Estate Act Provided that the liability of the Promoter under this Clause shall be payable only if no unauthorized construction has been carried out by the Allottee/s or other purchasers of units in the building and/ or any other default committed by the Allottee/s and/ or other purchasers of units in the building.

11.2 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used for purpose of residence/ commerce only. The Allottee/s shall use the garage or parking space only for purpose of parking vehicle.

12. CAR PARKING:

12.1 The Allottee/s shall use the covered parking space/ open car parking space (hereinafter referred to as “**Car Parking**”) agreed to be purchased/ allotted to the Allottee/s under these presents for purpose of parking vehicle only.

12.2 The location of the Car Parking is subject to final building plan approved by the concerned authorities at the time of granting occupancy certificate and the exact number and possession of the Car Parking shall be allotted at the time of handing possession of the said Premises.

12.3 The Allottee/s undertakes and assures not to raise objection in case of change in the present location of the Car Parking provided under this Agreement.

- 12.4 The Allottee/s shall not be allowed to allot/ transfer/let-out the Car Parking to any outsider/visitor.
- 12.5 The Allottee/s shall not park his/its car/vehicle in any space except for his/their/its designated car parking space.

13. FORMATION OF SOCIETY/ ASSOCIATION/ LIMITED COMPANY/ CONVEYANCE:

- 13.1 The Allottee/s along with other purchasers of units in the building shall within a period of three (3) months of the majority of allottees having booked their units in the Project, join in forming and registering the Society 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 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 said Allottee/s, so as to enable the Promoter to register the common organization of the Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies. Any delays in signing and handing over of documents by the Allottee/s to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly. The Allottee/s shall be liable to be expelled from the Society if the Allottee/s defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from the Promoter shall be sufficient document.
- 13.2 The Promoter shall, within three months after obtaining the occupancy certificate from the concerned authority in respect of the Project cause to be

transferred to the Society all the right, title and the interest of the Promoter in the Project save and except the unsold units in the building, which the Promoter shall be entitled to sell to third party purchasers and/ or deal with them in such manner as the Promoter deems it fit.

14. MAINTENANCE OF SOCIETY TRANSFER OF THE SAID PREMISES BY THE ALLOTTEE/S

- 14.1 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Plot and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, AMC of lifts, Diesel Generator Set, car parking, firefighting, intercom, 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 Plot and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution which shall be informed by the Promoter to the Allottee/s at the time of handing over the possession of the said Premises towards the outgoings or such incremental amount. The monthly contribution shall be payable in advance for such period as may be informed by the Promoter to the Allottee/s. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until the assignment of lease of the structure of the building or wing is executed in favour of the Society as aforesaid.

14.2 If the Allottee/s, before the handing over of charge of the Project to the said Society by the Promoter after the occupancy certificate in respect of the Project is obtained by the Promoter, desires to sell or transfer his/her/their interest in the said Premises or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee/s obtains the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Purchasers shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of administrative and other costs, charges, expenses pertaining to the same provided however that such transferee(s)/assignee(s) of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee(s)/assignee(s) also. The Allottee/s and the persons to whom the said Premises is permitted to be transferred with the written consent of the Promoter, shall observe and perform bye laws and/or the rules and regulations of the said Society, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the municipal council and/or public bodies. The Allottee/s and persons to whom the said Premises is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by the said Society, regarding the occupation and use of the said Premises and the said Building and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

15. STAMP DUTY AND REGISTRATION CHARGES:

- 15.1 At the time of registration of conveyance or lease of the structure of the building and the said Plot, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the building and the said Plot.

16. UNSOLD UNITS IN SAID PROJECT:

- 16.1 The Promoter shall be admitted as a member of the Society in respect of unsold units upon registration of the Society.
- 16.2 The Promoter shall be entitled to sell the unsold units in the Project without permission or consent of the Society and/or its members. The prospective Allottee/s of such unsold units shall be admitted by the Society as members and no objection shall be raised either by the Society or the then members of the Society.
- 16.3 The Allottee/s or the Society shall not be entitled to demand any transfer charges or any other sum of money by whatever name called for the transfer of the unsold units by the Promoter to the prospective Allottee/s from the Promoter or the prospective Allottee/s.
- 16.4 The Promoter shall also be entitled to the car parking reserved for the unsold units by the Promoter and the Society or Allottee/s shall not stake claim on such parking.
- 16.5 The Promoter shall be entitled to mortgage all or any of the unsold units in the Project with financial institutions Provided that the Society shall not charge or demand any fees or charges or any other sum of money by whatever name called from the Promoter or the financial institutions for issuing their NOC to mortgage the unsold unit(s) Provided further that the Society shall issue the NOC required by the Promoter promptly in the

manner laid down in its bye-laws without any separate NOC from Society or its members.

16.6 The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused Unit in the said building before or after the formation of the Society. The Promoter shall, however, bear and pay the Municipal Taxes.

16.7 The Promoter is entitled to all the rights of a member of Society i.e. right to attend meetings, right to vote in the meeting etc. until they cease to be a member after selling all the unsold units or otherwise.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

- i.) The Promoter have a clear and marketable title with respect to the said Plot as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the said Project;
- ii.) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii.) There are no encumbrances upon the said Plot or the Project except those disclosed in the title report;
- iv.) There are no litigations pending before any Court of law with respect to the said Plot or Project except those disclosed in the title certificate;
- v.) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Plot and the said

- building 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, the said Plot and said building shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Plot, building and common areas;
- vi.) The Promoter have 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/s created herein, may prejudicially be affected;
- vii.) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Plot, including the Project and the said Premises which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- viii.) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- ix.) At the time of execution of the conveyance/ assignment of lease of the structure and the said Plot to the Society the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/s;
- x.) The Promoter have duly paid and shall continue to pay and discharge till the occupancy certificate in respect of the Project is obtained by them, 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 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 Plot and/or the Project except those disclosed in the title report.

18. COVENANTS OF THE ALLOTTEE/S:

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

- i.) To maintain the said Premises at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities, if required.
- ii.) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or any material prohibited under any law or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, lift or any other structure of the building in which the said Premises is situated, including entrances of the building in which the said Premises is situated and in case any damage is caused to the building

- in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii.) To carry out at his/ her/ their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or the said Premises 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/s committing any act in contravention of the above provision, the Allottee/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 said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior permission of the Promoter, the Society or Association or the Limited Company and/ or the concerned local authority.

- v.) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi.) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Plot and the building in which the said Premises 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 said Premises is situated.
- viii.) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix.) The Allottee/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 said Premises until all the dues payable by the said Allottee/s to the Promoter under this Agreement are fully paid up.
- x.) The Allottee/s shall observe and perform all the rules and regulations which the Society 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 said Premises 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi.) Till a conveyance of the structure of the building and the said Plot in which said Premises is situated is executed in favour of Society, the Allottee/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 buildings or any part thereof to view and examine the state and condition thereof.
- xii.) For a period of five years after the handing over of the possession of the said Premises, the Allottee/s shall not carry out any construction, alteration or addition in the said Premises Provided that in the event the Purchaser/ s carries out any construction, alteration or addition in the said Premises during the aforesaid period, then the Promoter shall not be liable for any defect including any structural in workmanship, quality or provision of services or any other obligation of the Promoter in terms of Section 14 of the RERA Act or any other law for the time being in force Provided further that the Allottee/s shall be entitled to construct, alter or add anything in the said Premises after the period of five years aforesaid only after seeking permission from the concerned authorities and/ or as per law.
- xiii.) The Allottee/s hereby gives his consent and/or no objection to the Promoter to utilize the balance FSI over the said Plot in such manner as the Promoter deems it fit, if available.

- xiv) The Allottee/s shall pay and continue to pay and discharge all 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 Project to the competent Authorities after the occupancy certificate is obtained by the Promoter in respect of the said Project.

19. SEPARATE ACCOUNT:

- 19.1 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. AGREEMENT TO PURCHASE THE SAID PREMISES:

- 20.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, common terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building and the said Plot is transferred to the Society.

21. MORTGAGE/ CHARGE:

- 21.1 Save and except the mortgage/ charge mentioned in the Title Certificates, there are no other mortgages/ charges over the said Plot and/ or the said Project and the Promoter covenants that after the Promoter executes this Agreement it shall not mortgage or create a charge on the said Premises and

if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Premises.

- 21.2 Over and above the consideration and other amounts payable by the Allottee/s, the Allottee/s hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, service charge, ALP, Maveja etc. after the date of this Agreement to the CIDCO/ local authority or to the State/ Central Government or in the event of any other payment for a similar nature becoming payable in respect of the Project and/ or in respect of the said Premises or other units, the same shall be paid by the Promoter, however, the same would be reimbursed by the Allottee/s to the Promoter in proportion of the area of the said Premises to the total area of the said Project.

22. BINDING EFFECT:-

- 22.1 Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/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 Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and

all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deducting 10% of the total consideration amount payable by the Allottee/s to the Promoter to purchase the said Premises as and by way of liquidated damages.

23. ENTIRE AGREEMENT:

23.1 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 Premises.

24. RIGHT TO AMEND

24.1 This Agreement may only be amended through written consent of both the parties.

25. APPLICABILITY:

25.1 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 Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

26. SEVERABILITY:

26.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate Act and the rules or regulations made there under 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 the Real Estate Act and 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

- 27.1 Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other the purchasers in the Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the units in the Project.

28. FURTHER ASSURANCES:

- 28.1 Both the 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.

29. PLACE OF EXECUTION:

- 29.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter' Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s 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 Panvel.

30. REGISTRATION:

30.1 The Allottee/s and/or the 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.

31. NOTICE:

31.1 That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/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 the Allottee/s :

Address :

Notified Email ID :

Name of the Promoter : M/S. VAASTU BUILDERS AND DEVELOPERS

Address : 802, SATRA PLAZA, PLOT NO- 19&20, SECTOR-
19&20, VASHI, NAVI MUMBAI.

Phone Nos. : 022 27842600 / 2700

It shall be the duty of the Allottee/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 Allottee/s, as the case may be.

32. STAMP DUTY AND REGISTRATION CHARGES:

32.1 All out of pocket costs, charges and expenses excluding the stamp duty and registration charges of and incidental to this Agreement for Sale shall be borne and paid by the Allottee/s. The stamp duty and registration charges shall be borne and paid by the Promoter.

33. INVESTOR CLAUSE:

The Allottee/s has purchased the said Premises as an Investor. The Allottee/s intends to sell the said Premises within a period of one year from the date of this Agreement. In the event the said Premises is sold within one year then the Allottee/s shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottee/s right as an Investor, the Allottee/s may continue to hold the said Premises like any other Allottee/s if he/they does not sell it within one year.

34. JURISDICTION:

34.1 The Courts at Panvel and/or Alibaug as the case may be shall have the exclusive jurisdiction to try, entertain and dispose off the disputes between the Allottee/s and the Promoter.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals the day and the year first hereinabove written.

THE FIRST SCHEDULE HERINABOVE REFERRED

ALL THAT piece or parcel of land bearing Plot No.128, admeasuring about 449.94 sq. mtrs., lying being and situate at Sector-9, Ulwe Node, Taluka Panvel, Raigad District, Navi Mumbai and which is bounded as follows:-

On or towards North by	:	11 Mtrs wide road
On or towards South by	:	Plot No. 132, 133, 134,135
On or towards East by	:	Path way
On or towards West by	:	Plot No. 129, 130,131

THE SECOND SCHEDULE HERINABOVE REFERRED

All that Residential Premises bearing **Flat No.** _____ on the _____ **Floor**, admeasuring _____ **Sq. Mtrs. Carpet Area** in the building to be known as "**VAASTU ADARSH**" lying being and situate at the land more particularly described in the First Schedule hereinabove written being Plot No.128, admeasuring about 449.94 sq. mtrs., lying being and situate at Sector-9, Ulwe Node, Taluka Panvel, Raigad District, Navi Mumbai

THE THIRD SCHEDULE HEREINABOVE REFERRED

List of Amenities mentioned in Annexure "E"

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day the year first hereinabove written

SIGNED AND DELIVERED)

By the within named the Promoter)

M/S. VAASTU BUILDERS AND DEVELOPERS)

Through its Authorized Partners)

1) **SHRI. ~~SANGRAM VILASRAO PATIL~~UTTAMTUKARAM YALMAR**
AND)

2) SHRI. _____SUNIL BABAN KOLEKAR

in the presence of _____)

- 1)
- 2)

SIGNED AND DELIVERED _____)

By the within named Allottee/s _____)

MR._____)

in the presence of _____)

- 1)
- 2)

Draft 21.03.2018

RECEIPT

RECEIVED a sum of **Rs.** _____/- (**Rupees** _____ **Only**) by
Cheque & NEFT EMD/Booking amount of sale price towards the sale of **Flat No.**
_____ on _____ **Floor**, “_____”,Plot No.128, admeasuring about
449.94 sq. mtrs., lying being and situate at Sector-9, Ulwe Node, Taluka Panvel,
Raigad District, Navi Mumbai on or before execution of these presents paid by
him/ her/ them to us.

Cheque No.	Date	Bank & Branch	Amount
		Total	Rs. ____/-

WE SAY RECEIVED

For M/S. VAASTU BUILDERS AND DEVELOPERS

1. SHRI. SANGRAM VILASRAO PATIL

2. SHRI. _____

Authorized Partners

WITNESS:-

1.

2.

Annexure “A”

Copy of Commencement Certificate

Annexure “B”

Copy of the Certificate of Title issued by Mr. Onkar Gupte, Advocate & Solicitor

Annexure “C”

Layout of the plan sanctioned by CIDCO

Annexure “D”

Authenticated copies of the plans and specifications of the said Premises

Annexure “E”

A List of Amenities to be provided by the Promoter in the said Premises

Draft 21.03.2018