

AGREEMENT TO SALE

THIS AGREEMENT made and entered into at PANVEL (Navi Mumbai) on this ____ day of _____ **2019** BETWEEN **M/S. OM SAI ASSOCIATES**, a Proprietary Firm through its Proprietor **MR. WALMIK RAGHUNATH KHAIRNAR**, having address at 502, Hilton Centre, Plot No. 66, Sector-11, C.B.D. Belapur, Navi Mumbai, hereinafter called **“THE BUILDER”** (which expression shall unless repugnant to the context or meaning thereof shall mean and includes its heirs, executors, administrators and assigns) of the **ONE PART** AND **(1) MR/MRS.** _____, age ____ years, bearing IT PAN No. _____, Residing at _____, hereinafter called **“THE PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS :

- A. The Corporation is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under sub-section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as “MRTP Act”).
- B. The State Government in pursuant to Section 113(A) of the said Act acquiring lands described therein and vesting such lands in corporation for development and disposal.
- C. By an Agreement to Lease dated 28.05.2018, CIDCO Of Maharashtra Ltd. has agreed to lease a piece of Land bearing Plot No. 27, Sector – Phase -II, Navde, Tal. Panvel, Dist. Raigad, Admeasuring about 799.35 sq.mtrs. to **(1) SHRI. RAJARAM KALU MHATRE, (2) SHRI. DASHRATH**

KALU MHATRE, (3) SHRI. CHANDRAKANT KALU MHATRE, (4) SOU. PARVATI GANPAT GONDHALI, (5) SOU. KAMLABAI SHANKAR BHOIR, (6) SMT. PRATIBHA MARUTI MHATRE, (7) SHRI. SURAJ MARUTI MHATRE, (8) SHRI. AMOL MARUTI MHATRE, (9) KU. PRITI MARUTI MHATRE, & (10) SHRI. HIRAMAN HARI MHATRE, (Hereinafter referred to as the “**ORIGINAL LICENSEES**”) for the purpose of construction of residential building thereon. And accordingly the possession of the said plot was given to them by Asstt. Land and Survey officer, CIDCO LTD., Navi Mumbai.

- D. The said Agreement to Lease dated 28.05.2018 made and executed between the parties is duly stamped and registered before the Joint Sub-Registrar of Assurance Panvel-2 on 14.06.2018 under the Document serial no. PVL-2/7816/ 2018 and receipt No. 9026.
- E. The aforesaid original licensees have sold and transferred all their Leasehold right, title and / or interest in and over the aforesaid plot of land to **M/S. OM SAI ASSOCIATES** through its Proprietor **MR. WALMIK RAGHUNATH KHAIRNAR**, after obtaining the required permission from the CIDCO of Maharashtra Ltd. And after complying with the necessary formalities with that regard.
- F. After complying with the procedure laid down by the CIDCO LTD. the Tripartite Agreement dated 20.11.2018 is made and executed between the CIDCO LTD. On the one part, Original Licensees on the second part and **M/S. OM SAI ASSOCIATES** through its Proprietor **MR. WALMIK RAGHUNATH KHAIRNAR**, the New Licensee on the third part.
- G. The said Tripartite Agreement dated 20.11.2018 executed by and between the parties is duly registered before the Sub- Registrar of Assurance Panvel- 2 on 20.11.2018

under the receipt no. 17457 and documents serial no. PVL- 2/ 14811/ 2018.

- H. Pursuant to the said registered Tripartite Agreement dated 20.11.2018 , the CIDCO LTD. has transferred the said plot in the name of **M/S. OM SAI ASSOCIATES** through its Proprietor **MR. WALMIK RAGHUNATH KHAIRNAR** as the Subsequent New Licensees in their records of right and accordingly issued letter dated 29.11.2018, bearing No. CIDCO / VASAHAT / 12.5%SCHEME / NAVDE /110/ 2018/ 29883.
- I. CIDCO of Maharashtra Ltd. has approved the layout plans of the building/s to be constructed upon the aforesaid plot and accordingly has issued the Commencement Certificate bearing no. CIDCO/BP-16219/ TPO (NM&K)/2019/3988, dated 20.02.2019 permitting **M/S. OM SAI ASSOCIATES** through its Proprietor **MR. WALMIK RAGHUNATH KHAIRNAR** for constructing residential (Resi + Comm) + Mercantile / Business (Commercial) (Resi + Comm) Building/s on the aforesaid plot of Land consisting of Ground + 6 floors, on the terms and conditions contained therein.
- J. Pursuant to the above the builders are absolutely seized and possessed of and are well and sufficiently entitled to the said plot of land.
- K. The Purchaser has/have demanded from the Builders and the Builders have given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Property, the sanctioned plans and plans, designs and specifications of the said Flat and all other required documents.
- L. The Purchaser/s having perused all the necessary documents, deeds and writings related to title of the Builders to the said property and the building along with

all other required documents and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the building, is/are desirous of purchasing from the Builders the said Flat/Shop/Office for the consideration and on the terms and conditions hereinafter appearing.

- M. The Builders are entitled and enjoyed upon to construct building/s on the aforesaid project land in accordance with the recitals hereinabove.
- N. The Builders are in possession of the project land.
- O. The Builders have proposed to construct on the project land **one building/s having Ground + 6 upper floors.**
- P. The Builders are absolutely seized, possessed and entitle to sale the flat/s, Shop/s, in the building to be constructed on the aforesaid plot of land.
- Q. The purchaser/s is/are offered **flat/Shop bearing no. _____, _____ Wing, on the _____ floor,** (Hereinafter referred to as the said premises) in the building called _____ (Hereinafter referred to as the said building) being constructed on the aforesaid project land by the Builders.
- R. The Builders have entered into standard agreement with an Architect _____, registered with the council of Architects and such agreement is as per the agreement prescribed by the council of Architects and have also appointed _____ as R.C.C. Consultants.
- S. The Builders have registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at _____ No. _____. Authenticated copy is annexed herewith.
- T. The Builders have appointed a structural Engineer for the preparation of the structural design and drawings of the

building/s and the Builders accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s.

- U. The Builders have sole and exclusive right to sell the flat/s, Shop/s, in the building known as _____ to be constructed by the Builders on the project land and to enter into an Agreement/s with the purchaser/s of the flat/shop, to receive the sale consideration in respect thereof ;
- V. on demand of the Purchaser/s the Builders have given inspection to the Purchaser/s of all the documents of title, relating to the project land and the plans, designs and specifications prepared by the Builders ARCHITECT _____ and of such other documents as are specified in the Real Estate (Regulation and Development Act 2016) (hereinafter referred to as "THE SAID ACT") and the rules and regulations made there under;
- W. The copy of certificate of title dated _____ issued by ADV. SURESH N. KAMBLE & ADV. MRS. VANDANA N. DALVI , the ADVOCATE/S of the Builders has been annexed herewith.
- X. The CIDCO Ltd. has approved the plan of the building to be constructed on the aforesaid project land on 20.02.2019, to the Builders herein for constructing the Residential (Resi+ Comm) + Mercantile /Business (Commercial) building on the aforesaid plot consisting of Ground plus 6 upper floors on the terms and conditions contained therein.
- Y. THE BUILDERS have accordingly commenced construction of the building known as "_____" in accordance with the plans and specification duly approved by the Town planning officer, CIDCO Ltd. (Hereinafter for the

sake of brevity referred to as the **“SAID PROJECT BUILDING”**).

Z. The purchaser/s has/have applied to the Builders for purchase /allotment of the **Flat/Shop No. _____, _____ Wing, on _____ floor, situated in the building known as _____, constructed on Plot No. 27, Sector-Phase -II, Navde, Tal. Pannel, Dist. Raigad,** admeasuring about _____ **Sq. Mtrs** of carpet area in the building known as “_____” on ownership basis. (Hereinafter referred to as the **“SAID PREMISES ”**)

AA. The parties relying on the confirmations representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereunder;

BB. Prior to the execution of these presents the purchaser/s has/have paid to the builder a sum of Rs. _____/- (Rs. _____ Only) being part payment of the sale consideration of the flat/shop agreed to be sold by the builder to the purchaser as advance payment or application fee (the payment and receipt whereof the builder both hereby admit and acknowledge) and the purchaser/s has/have agreed to pay to the builder the balance of the sale consideration in the manner mentioned in the schedule annexed herewith.

CC. Under section 13 of the said Act the Builders are required to execute a written Agreement to sale of said flat/Shop with the purchaser/s being in fact these presents and also to register said Agreement under the Registration Act 1908.

DD. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between

the parties the Builders hereby agrees to sale and the purchaser hereby agrees to purchase flat/shop bearing no. _____ in the said project.

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

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

1. The Builders shall under normal conditions construct building known as “_____” on the aforesaid project land consisting of Ground + 6 upper floors, on the aforesaid project land in accordance with plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Builders shall have to obtain prior consent in writing of the purchaser/s in respect of variations or modifications which may adversely affect the flat/shop purchaser/s except any alteration or addition required by any government authorities or due to change in law.

- 1(a) (i) The builders hereby agree to sale 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 Builders and the Builders hereby agrees to sell to the purchaser/s a **Flat/Shop No. _____, ___ Wing,** admeasuring about _____ Sq. Mtrs, carpet area, **on _____ floor,** in the building known as “_____” (hereinafter referred to as **“the Premises”**) as shown in the floor plan thereof, for the total consideration of Rs. _____/- (Rupees _____ only) including the proportionate price of the common areas and the facilities appurtenant to the said

flat/shop, the nature extent and the description of the common / limited common areas and facilities.

N.B. : The carpet area means the net usable floor area of the flat/shop including the area covered by the internal walls but excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said flat/shop for exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the said flat/shop for exclusive use of the Purchaser/s, but included the area covered by the internal partition walls of the flat/shop.

(ii) The purchaser/s hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the purchaser/s covered parking space/s bearing no. ____, situated at ____ basement and/or stilt for the consideration of Rs. ____/- (Rupees _____ Only)

1(b) Total aggregate consideration amount for the flat/shop is thus Rs. ____/- (Rupees _____ Only)

1(c) The purchaser/s has paid on or before execution of this agreement a sum of Rs. ____/- (Rupees _____ only) as advance payment or application fee hereby agrees to pay to Builders the balance amount of Rs. ____/- (Rupees _____ Only) as per the payment schedule annexed herewith.

1(d) The total price above excludes the following charges:

- (i) Stamp duty, registration and other charges payable to the concerned authorities.
- (ii) Water connection charges, electricity connection charges, infrastructure development charges and drainage charges.
- (iii) Electric cable lying charges.
- (iv) Land and development building charges.
- (v) Legal charges for documentation.

- (vi) Water Resource Development Charges.
- (vii) Service charges of electric connection/electric sub-station, water connection deposit and meter charges development charges and any other charges or deposit payable to any authority concerned.
- (viii) Any other 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 flat/shop/covered parking, which the purchaser/s undertakes to pay the promoter apart from the aggregate consideration of the flat/shop/covered parking.
- (ix) The purchaser/s hereby agrees, declares and confirms with the builder 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 returns 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 builder 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 then the purchaser shall deduct the same as and when required under the law and the conditions mentioned above in this clause shall be applicable for the additional TDS so deducted.

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builders 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 Builders 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.
- 1(f) The Builders may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/s by discounting such early payments @ __% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Builders.
- 1(g) The Purchaser/s authorizes the Builders 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 Builders may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Builders to adjust his payments in any manner.
- 2.1 The Builders 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/shop to the Purchaser/s, obtain from the concerned

local authority occupancy and/or completion certificates in respect of the said premises.

- 2.2 Time is essence for the Builders as well as the Purchaser/s. The Builders 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 instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builders as provided in clause 1 (c) hereinabove. ("Payment plan").
3. The Builders hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 square meters only and Builders have planned to utilize Floor Space Index of 1.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builders have disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said premises based on the proposed construction and sale of flat/s, Shop/s, to be carried out by the Builders by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builders only.
- 4.1 If the Builders fails to abide by the time schedule for completing the project and handing over the flat/shop to the Purchaser/s, the Builders agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as

specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Builders, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Builders under the terms of this Agreement from the date the said amount is payable by the purchaser/s(s) to the Builders.

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

PROVIDED THAT, Builders 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 his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Builders within the period of notice then at the end of such notice period, Builders 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 builder shall upon forfeiting 20% of the amounts paid till then as liquidated damages and refund to the purchaser 80% of the amount

paid by the purchaser/s till then within a period of **thirty days** of the termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand is annexed herewith.
6. The Builders shall deliver possession of the flat/shop to the Purchaser/s on or before ____ day of _____ 20____. If the Builders fails or neglects to give possession of the flat/shop to the Purchaser/s on account of reasons beyond his/her/their control and of his/her/their agents by the aforesaid date then the Builders shall be liable on demand to refund to the Purchaser/s the amounts already received by him/her/them in respect of the flat/s, shop/s with interest at the same rate as may mentioned in the clause **4.1** herein above from the date the Builders received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of Flat/s, shop/s on the aforesaid date, if the completion of building in which the Flat/s, shop/s 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.
- (iii) Any order /decree of the Court
- (iv) Non availability of cement, steel and/or any other construction material.

- 7.1 **PROCEDURE FOR TAKING POSSESSION** - The Builders, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Flat/ shop to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Builders shall give possession of the

Flat/shop to the Purchaser/s. The Builders agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builders. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Builders or association of purchaser/s, as the case may be. The Builders on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the Flat/Shop **within 15 days** of the written notice from the Builders to the Purchaser/s intimating that the said Flat/shop is/are ready for use and occupancy:

7.3 Failure of Purchaser/s to take Possession of Flat/Shop

Upon receiving a written intimation from the Builders as per clause **7.1**, the Purchaser/s shall take possession of the Flat/shop from the Builders by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Builders shall give possession of the Flat/shop to the purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause **7.1** such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.4. On obtaining the part occupancy certificate from the concerned authority, the builder 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 builder shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Distribution Co. or any other supplying company causing delay in sanctioning and supplying electricity of or due to local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for

using / occupying the premises. On the builders 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 builder, 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 undertakes/s to bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by 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 for any purposes other than the purpose for which it is sold.

- 7.5 If within a period of **five years** from the date of handing over the Flat/shop to the Purchaser/s, the Purchaser/s brings to the notice of the Builders any structural defect in the Flat/shop or the building in which the Flat/shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Builders, compensation for such defect in the manner as provided under the Act.
- 7.6. The aforesaid warranty given by the builder is applicable only if after occupying the flat/shop the purchaser/s shall maintain the flat/shop in the same condition as it was handed over to him/her/them by the builder. In case the purchaser/s makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems,

electrical wiring, sanitary systems and fittings, fixing fall 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/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbours flat/shop/office or corner area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the purchaser/s shall not be entitled to invoke the aforesaid warranty given by the builder.

8. The Purchaser/s shall use the Flat/shop or any part thereof or permit the same to be used only for residential/commercial purpose and the parking space shall be used only for keeping or parking vehicle.
9. The Purchaser/s along with other purchaser/s of Flat/shop in the said project building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Builders 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 Builders within seven days of the same being forwarded by the Builders to the Purchaser/s, so as to enable the Builders to register the common organization 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.

- 9.1 The Builders shall, within **three months** of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Builders and/or the owners in the said structure of the Building or wing in which the said Flat/shop is situated.
- 9.2 The Builders shall, within **three months** of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Builders and/or the owners in the said project on which the building with multiple wings or buildings are constructed.
- 9.3 Within **15 days** after notice in writing is given by the Builders to the Purchaser/s that the Flat/shop 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/shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said project and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Builders 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 Builders provisional monthly contribution of

Rs. _____ per month towards the outgoings. The amounts so paid by the Purchaser/s to the Builders shall not carry any interest and remain with the Builders until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Builders to the Society or the Limited Company, as the case may be.

10. The Purchaser/s shall on or before delivery of possession of the said flat/shop keep deposited with the Builders, the following amounts :-

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

11. The Purchaser/s shall pay to the Builders a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builders in connection with formation of the said Society, or Limited Company, or Apex Body or

Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the said project, the Purchaser/s shall pay to the Builders, 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 structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said project, the Purchaser/s shall pay to the Builders, the Purchaser/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said project land to be executed in favour of the society, Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDERS

The Builders hereby represents and warrants to the Purchaser/s as follows:

- i. The Builders have clear and marketable title with respect to the aforesaid project as declared in the title report annexed in this agreement and has 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 Builders have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. 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 Builders 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;
- vi. The Builders 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;
- vii. The Builders 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/shop which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Builders confirms that the Builders are not restricted in any manner whatsoever from selling the said Flat/shop to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of purchaser/s the Builders shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser/s;

- x. The Builders have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - 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 Builders in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat/shop may come, hereby covenants with the Builders as follows :-
- i. To maintain the Flat/ shop at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Flat/shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/shop is situated and the Flat/shop itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat/shop 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/shop 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/shop is situated, including entrances of the

building in which the Flat/shop is situated and in case any damage is caused to the building in which the Flat/shop is situated or the Flat/shop 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/her/their own cost all internal repairs to the said Flat/shop and maintain the Flat/shop in the same condition, state and order in which it was delivered by the Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat/shop is situated or the Flat/shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/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 /shop 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/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/shop 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/shop 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/shop without the prior written permission of the Builders 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/shop 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/shop in the compound or any portion of the project land and the building in which the Flat/shop is situated.
- vii. Pay to the Builders within **fifteen days** of demand by the Builders, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/shop 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/shop 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/shop until all the dues payable by the Purchaser/s to the Builders 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 or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/shop 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/Apex Body/Federation regarding the occupancy and use of the Flat /shop 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 project building of the building in which Flat/shop is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. The purchaser /s shall in addition to the consideration of the flat /shop, pay the proportionate share of VAT/ Service tax/GST and/or any other charges, cesses, taxes demands made / raised by the Government and / or any other authorities.
15. The Builders shall maintain a separate account in respect of sums received by the Builders 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 they have been received.
 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/shop or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat /shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain

the property of the Builders until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. BUILDERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Builders executes this Agreement he/she/they shall not mortgage or create a charge on the *[Flat//shop] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat/shop.

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

19. ENTIRE AGREEMENT This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/shop /plot/building, as the case may be.
20. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.
21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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/shop, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
22. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 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.
23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of

the Flat /shop to the total carpet area of all the Flat/shop in the Project.

24. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
25. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution and registration at the office of concerned Sub Registrar of Assurance.
26. The Purchaser/s and/or Builders 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 Builders will attend such office and admit execution thereof.
27. That all notices to be served on the Purchaser/s and the Builders as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Builders 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: _____

M/S. OM SAI ASSOCIATES,

through its Proprietor

MR. WALMIK RAGHUNATH KHAIRNAR

Notified Email ID: shivkrupacolossal@gmail.com

It shall be the duty of the Purchaser/s and the Builders 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 Builders or the Purchaser/s, as the case may be.

28. JOINT PURCHASER/S

That in case there are Joint Purchaser/s all communications shall be sent by the Builders 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.

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

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

31. GOVERNING LAW

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

SCHEDULE 'A'

DESCRIPTION OF PLOT:

All that piece of land bearing Plot No. 27, in Village Navade, of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by measurement 799.35 Sq. Mtrs. or thereabout and bounded as follows, that is to say :-

ON OR TOWARDS NORTH BY : Plot No. 31,32 & 43.

ON OR TOWARDS SOUTH BY : 15.0 Mtr. Wide Road.

ON OR TOWARDS EAST BY : Plot No. 43, 26 & 27A.

ON OR TOWARDS WEST BY : Plot No. 28 & 31.

SCHEDULE "B"

DISCRIPTION OF FLAT

On the property described in the schedule 'A' hereinabove a building known as " _____", (Ground + 6) **Flat /Shop No. _____, _____ Wing, _____ Floor**, admeasuring about _____ **Sq. Mtrs** of carpet area and bounded as under :

IN WITNESS, WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to the day, month and the year specifically mentioned hereinabove.

SIGNED, SEALED AND DELIVERED

by the withinnamed BUILDERS

M/S. OM SAI ASSOCIATES,

through its Proprietor

MR. WALMIK RAGHUNATH KHAIRNAR

In the presence of

Witnesses

1. Name : _____

Signature

2. Name : _____

Signature

SIGNED, SEALED AND DELIVERED

By the withinnamed **PURCHASER/S**

1. Name : _____

Signature

2. Name : _____

Signature

R E C E I P T

RECEIVED a sum of Rs. _____/- (Rupees _____ only) from the within named Purchaser/s _____ towards the part payment of the consideration for sale of FLAT/SHOP bearing no. ____, ____ **‘Wing’** ____ **Floor**, in the building known as “_____” situated on Plot No. 27, Sector- Phase-II, Navde, Navi Mumbai, Tal., Panvel, Dist. Raigad, in the following manner:

Sr.	Cheque	Amount	Date	Bank	Branch

WE SAY RECEIVED

M/S. OM SAI ASSOCIATES,
through its Proprietor
MR. WALMIK RAGHUNATH KHAIRNAR

PAYMENT SCHEDULE

SR.NO.	PARTICULARS OF WORK	PERCENTAGE
1.	On booking of Flat	10%
2.	Within 30 days from the day of booking	20%
3.	On Completion of Plinth Work	15%
4.	On Completion of 1 st slab	5%
5.	On Completion of 2 nd slab	5%
6.	On Completion of 3 rd slab	3%
7.	On Completion of 4 th slab	3%
8.	On Completion of 5 th slab	3%
9.	On Completion of 6 th slab	3%
10.	On Completion of 7 th slab	3%
12.	On Completion of the Walls, Internal Plaster	10%
13.	On Completion of external plaster	10%
14.	On Completion of the painting plumbing and electrical fittings	7%
15.	At the time of handing over the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate	3%
	Total	100%

LIST OF AMENITIES

FLOORING:-

Vitrified Flooring for entire Flat (2' x2')

KITCHEN:-

Granite Kitchen platform with S.S. Sink. Designer Glazed tiles upto full height.

Refrigerator, Water Filter, Washing Maching Point.

LIVING & BEDROOM:-

Extensive Electric layout possible, Telephone, TV & Ac points.

DOORS:-

Decorative Laminate flush entrance door with branded fittings & night latch.

Marble frame shutter with Aluminum frame and backelite panel for WC/Bath.

TOILETS:-

Designers Glazed Dado Tiles up to full height with concealed plumbing, quality sanitary fitting, Ceramic Tiles flooring, Wash Basin, English WC/Shower etc. PVC flush tank of reputed make.

WINDOW:-

Anodizing heavy section Aluminum sliding Windows with plain/designed Glass. Marble sub frame to all Windows.

PAINTING:-

Wall putty with oil bound distemper finish to all internal walls and ceiling for the entire flat. External 100% Acrylic paint for entire building wall.

ELECTRIFICATION:-

Concealed Copper Wiring with adequate number of points.

Safety Circuit Breaker in each Flats.

OTHERS:-

High quality Granite Marble Entrance Lobby, high speed reputed brand of Lift. Concrete paving all around the building area in compound leaving necessary pockets for plantation, Ample car parking space. Attractive compound wall with decorative M.S. Entrance Gate.

