

AGREEMENT FOR SALE

This Agreement is made and entered into at on this ____ day of _____ Year Two Thousand Seventeen.

BETWEEN

M/S. VILLA REALTOR, (PAN NO. AAKFV2643Q), through its partners 1) MR. KETAN VINOD VYAS, 2) MRS. ILA HARESH VYAS, 3) MRS. HEMANGINI DHURUV VYAS, 4) MR. KAPIL VINOD VYAS, 5) MR. KARAN SUDHIR BHATT, 6) MR. PRABHULAL KHETSHI PATEL, 7) MR. LALJI AKHAI BERA. having address at **Shop no. 22, Om Shanti Market, Sector-5, Airoli, Navi Mumbai.** hereinafter referred to as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the First Part;

AND

....., having (PAN NO. / AAADHAR No.), adult, Indian Inhabitant, residing at, hereinafter referred to as the "**Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, administrators, assigns and nominees) of the Third Part.

WHEREAS:

- A) City and Industrial Development Corporation (the "**Corporation**") has entered into a Agreement of Lease dated 27th July, 2011 and has transferred all rights, title and interest in and upon the plot of land bearing Plot No. 135, Sector-53, admeasuring 749.93 sq. mtrs. at village Dronagiri, Taluka-Uran, Dist. Raigad, more particularly described in **First Schedule** (the "**said land**") under the 12.5% Gaothan Expansion Scheme to **1) SHRI. SUDHAKAR RAVJI PATIL, 2) SHRI. KISHOR RAVJI PATIL, 3) SHRI. BABAN RAVJI PATIL, 4) SMT. RAMIBAI RAVJI PATIL, 5) SHRI. HARESHWAR JAYHIND PATIL, 6) SMT. VISHWANATH JAYHIND PATIL, 7) SAU. GEETA SUNIL BHAGAT, 8)**

SMT. JAYSHREE JAYHIND PATIL, 9) SHRI. BABURAO GANPAT PATIL, 10) SHRI. SHANTARAM GANPAT PATIL, 11) SAU. BHAMABAI TUKARAM PATIL, 12) SHRI. DATTARAM KOLHA @ KAMALAKAR PATIL, 13) SMT. AYTUBAI GAJANAN PATIL, 14) SAU. MATHURABAI HARI BHOIR @ PATIL, 15) SHRI. ATMARAM NARAYAN PATIL, 16) SHRI. JITENDRA ATMARAM PATIL, 17) SHRI. DHARMENDRA ATMARAM PATIL, 18) SHRI. YOGENDRA ATMARAM PATIL, 19) SAU. HEMLATA RAJENDRA PATIL (original allottee).

- B) Vide Tripartite Agreement dated 30th August 2011 executed with the (Original Allottee) and the Corporation, and **MR. ANANDA GANESHA PATEL** (the “**New Licensees**”), herein has acquired all the right, title and interest and is in possession of all that piece and parcel of said land. The said tripartite agreement is duly registered at the Office of Sub Registrar Assurance Uran, Vide Document No. 1186/2011, Dated 30.08.2011. The Corporation has transferred the said land in favour of Promoter herein vide CIDCO Letter No. CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI/1151/2012, Dated 17.04.2012.
- C) Vide Tripartite Agreement dated 29th March 2016 executed with the “**New Licensees**” and the Corporation, and Promoter herein has acquired all the right, title and interest and is in possession of all that piece and parcel of said land. The said tripartite agreement is duly registered at the Office of Sub Registrar Assurance Uran, Vide Document No. Uran/643/2016, Dated 20.04.2016. The Corporation has transferred the said land in favour of Promoter herein vide CIDCO Letter No. CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI/1151/2016/8022, Dated 27.04.2016.
- D) Vide development permission cum Commencement Certificate dated 24.06.2017, bearing reference No. CIDCO/BP-15396/TPO(NM&K)/ 2016/ 1733, Corporation has granted construction permission on the said land. Accordingly, the Promoter is entitled to construct a Residential project known as “**ORCHID VILLA**” comprising G+7 upper floors containing in aggregate 42 (Forty-Two) Residential Flat by utilizing Permissible FSI 1.5 i.e. Permissible Potential Developable Area of 1117.82 sq. mtrs. (the “**said Project**”). A copy of Commencement certificate is appended hereto as ‘**Annexure-1**’. The said

project is marked in **Yellow Colour** in the layout plan of the said land and more particularly described in '**Second Schedule**'.

- E) While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter when developing the said land and the buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said buildings in accordance with the sanctioned plans and is carrying on the construction of the said building according to the Development permission, commencement certificate and sanctions.
- F) The Allottee has demanded from the **Promoter** and the **Promoter** has given inspection to the Allottee of all the documents of title including copies of Tripartite Agreements, Development Agreement, Development Permissions and Commencement Certificate and 'Certificate of Title/ Search Report' dated 27/12/2017 in respect of said land issued by **Advocate MR. R. R. Jindal** (appended hereto as '**Annexure 2**') and of such other documents as are specified under applicable statute and rules and regulations as mentioned herein. In addition, the Allottee has perused the 'Architect Certificate' and drawing certifying the carpet area of the Flats/shops along-with limited common area. The Allottee has also seen the proposed plan for said entire project.
- G) The Promoter have entered into a standard agreement with the architect "**ATUL PATEL ARCHITECTS**" having address at 1209, The Landmark, Plot No. 26A, Sector -7, Kharghar, Navi Mumbai. "An architect" registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- H) The Promoter has appointed Structural Engineer **B. S. Sukthankar having address at 412, Vardhman Market, Plot No. 75, Sector no. 17, Vashi, Navi Mumbai** for RCC works to develop, design and lay down specifications for construction of the building on the said land. The Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.

- I) The Allottee applied to the **Promoter** for reservation of Flat no., admeasuring carpet areaSq. Mtr., on Floor, as per the Floor Plan annexed hereto and marked as '**Annexure 3**' (the "**Said Flat**") which is more particularly described in '**Third Schedule**'. In addition, without any further monetary consideration, the Allottee is entitled to balcony of _____ sq. mtrs, flower bed of _____ sq. mtrs, terrace area of _____ sq. mtrs., service slab/dry balcony/ duct area of _____ sq.mtrs. being ancillary area (the "**additional area**") marked separately in the floor plan appended as 'Annexure-5'. The aggregate of carpet area and additional area is the "**gross usable area**" totalling to _____ sq. mtrs available for use by the Allottee.
- J) The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at under Registration no_____. A copy of certificate of registration is appended hereto as '**Annexure-4**'.
- K) The Allottee has offered to pay to the **Promoter** Rs. _____/- for the transfer of said Flat in name of Allottee which the **Promoter** has accepted upon such terms and conditions as contained in this agreement. Before the execution of these present the Allottee has paid to the **Promoter** a sum of Rs. _____/- (Rupees In Words) being "booking advance" of the Flat agreed to be sold by the **Promoter** to the Allottee as an advance payment (the payment and receipt whereof the **Promoter** hereby admit and acknowledge). The **Promoter** has accordingly issued a reservation letter dated _____ to the Allottee. The Allottee has agreed to pay to the **Promoter** balance consideration of Rs. _____/- in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIE AS FOLLOWS:

1. PROJECT:

- 1.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to

utilize the total FSI and as approved by the competent authority or the Government.

- 1.2 If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In such cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration is adversely affecting the Flat allotted to the Allottee.

2. DESCRIPTION OF FLAT:

- 2.1 The Allottee hereby agrees to purchase from **Promoter** and **Promoter** hereby agree to sell to Allottee Flat No. admeasuring carpet area of _____ sq. mtrs on ___ floor' (the "**said Flat**") as shown in the floor plan hereto appended as Annexure - 5. The said Flat is more particularly described in '**Third Schedule**'. In addition, without any further monetary consideration, the Allottee is entitled to balcony of _____sq. mtrs, flower bed of _____ sq. mtrs. being ancillary area (the "**additional area**"). The said additional area is marked separately in the floor plan appended as 'Annexure-3'. The aggregate of carpet area and additional area is the "**gross usable area**" totalling to _____ sq. mtrs available for use by the Allottee.
- 2.2 The fixtures, fittings and amenities to be provided in the said Flat are those that are set out in '**Annexure-5**'. The Allottee shall not make any changes in the amenities to be provided and shall be obligated to accept or accede such amenities.

3. CONSIDERATION:

- 3.1 It is mutually agreed by and between the parties that consideration for sale of said Flat shall be Rs. _____/- (Rupees in words _____ only) (the "**said consideration**"). The said consideration amount does not include society formation charges, documentation charges, taxes and other statutory payments which are to be paid separately by Allottee. The Allottee is aware and accepts that

the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee.

3.2 The Allottee has negotiated the consideration herein above by offering to pay to the **Promoter** consideration in the following manner which has been accepted by the **Promoter**:

1)	On Booking	10%
2)	On registration	20%
3)	On Completion of Plinth	10%
4)	On Completion of 1st Slab	10%
5)	On Completion of 2nd Slab	10%
6)	On Completion of 3rd Slab	6%
7)	On Completion of 4th Slab	6%
8)	On Completion of 5th Slab	6%
9)	On Completion of 6th Slab	5%
10)	On Completion of 7th Slab	5%
11)	On Completion of 8th Slab	5%
12)	On Completion of Blockwork& Plastering	5%
10)	On Occupation Certificate	2%

3.3 Allottee hereby agrees to pay the escalation on said consideration on following grounds:

- (a) Any increase on account of development charges payable to the competent authority.
- (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- (c) Additional cost/charges imposed by the competent authorities,

(d) The **Promoter** may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.

(e) Additional/ new taxes that may be levied from time to time.

4. **ADDITIONAL CHARGES:**

The Allottee shall on or before delivery of possession of the said Flat/ Shop, pay to the **Promoter** further amount on following account:

- (a) Proportionate share of taxes and other charges/ levies in respect of the society.
- (b) Expenses towards water, electric and other utility and services connection charges.
- (c) Expenses of electrical receiving and sub-station provided in layout.
- (d) Maintenance charges as per this agreement.

5. **MODE OF PAYMENT**

5.1 All payment shall be made by Allottee by drawing cheque/ DD/RTGS in the name of **Villa Realtor (Orchid Villa Collection)** A/c No "_____" in Axis Bank, CBD Belapur branch payable at Navi Mumbai or other account as **Promoter** may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.

5.2 Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to **Promoter** within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by **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 and the TDS certificate is received by **Promoter** from Allottee. The Allottee indemnifies and keep indemnified the **Promoter** for payment of TDS to be made to concern department, if any by the Allottee.

5.3 The Allottee has made a payment of Rs.____/- (Rupees in words only) towards booking of the said Flat which has been adjusted against the

consideration as mentioned hereinabove. In addition the Allottee has further paid Rs. _____ (Rupees in words only) upon execution of this Agreement.

- 5.4 Allottee has also paid GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of “**Villa Realtor**”. **Promoter** hereby acknowledges the receipt thereof.

6. PAYMENT OF STATUTORY DUES AND TAXES:

- 6.1 In addition to the Consideration of said Flat as above, the Allottee shall pay to **Promoter** any statutory taxes (as made applicable from time to time) like GST, if any, MSEDCL Deposit, water connection charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee shall make over such payment to **Promoter** within Ten (10) days of notice of demand from **Promoter**.
- 6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. **Promoter** undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) working days' notice from Allottee. The **Promoter** shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the **Promoter** against any claim, action, judgment, cost, expenses and penalties that may arise on **Promoter** due to inaction or non-compliance of obligation under this Agreement or under any other law.
- 6.3 The Allottees indemnify and keep indemnified the **Promoter** against any payment to be made to the concerned department on account of GST whether in present or in future.

7. NOTICE OF DEMAND:

- 7.1 Upon the installment of consideration and other charges becoming due, **Promoter** shall issue a notice of demand giving at least Ten (10) working days' time from date of notice to Allottee for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/Speed post/hand delivery/email at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from **Promoter**. Thereafter Allottee shall be barred from claiming non receipt of the notice of demand.
- 7.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said Flat shall be handed over to Allottee by **Promoter** only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE:

- 8.1 Following shall deemed to be a default on the part of Allottee:
- (a) Default in making timely payment of sums due as mentioned in this agreement;
 - (b) Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life;
 - (c) Delay in accepting the possession of the Flat within a period of two (2) months of intimation to take possession by **Promoter**;
 - (d) Refusing/ delay in taking membership of said society;
 - (e) Breach of any terms and conditions of this agreement;
 - (f) Breach of any law or provisions thereto;
 - (g) Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority;

8.2 The Allottee shall not be in default if he corrects/ remedies such breach within Ten (10) days of notice from the **Promoter** to the Allottee as per clause 9.2.

9. **TERMINATION OF AGREEMENT:**

9.1 On the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the **Promoter** under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee agrees to pay to the **Promoter** interest at the rates prescribed under the RERA Rules on all the amounts which become due and payable by the Allottee to the **Promoter** under the terms of this Agreement from the date the said amount is payable by the Allottee to the **Promoter** till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of **Promoter's** right to terminate this agreement as per the provisions of this agreement.

9.2 Without prejudice to the right of the **Promoter** to charge interest in terms of sub clause 9.1 above, on the Allottee committing default as per clause 8.1 above and on the Allottee committing continuous default even after notice of termination, the **Promoter** shall at its own discretion, may terminate this Agreement. Provided that, **Promoter** shall give another notice of Ten (10) days in writing to the Allottee, by registered post AD at the address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the **Promoter** within the period of notice then at the end of such notice period, **Promoter** may terminate this agreement unilaterally.

9.3 Upon termination of this agreement as aforesaid, the **Promoter** shall refund to the Allottee the payments made by him till that date (subject to adjustment of 15% of payments received till that date or Rs. 3,00,000/- whichever is more as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the

registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society as per clause 9.4.

- 9.4 The Promoter shall also move for expulsion of the Allottee from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottee will be required for such expulsion.
- 9.5 Upon termination of this Agreement the **Promoter**, shall be at liberty to dispose of and sell the Flat to such person and at such price as the **Promoter** may in his absolute discretion think fit. Provided that in the event of default as above the Allottee shall not raise any objection to termination made by the **Promoter** and that **Promoter** is authorized to unilaterally register the cancellation deed with the registrar *suo-moto* without any recourse to the Allottee.
- 9.6 The **Promoter** is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the agreement.
- 9.7 The **Promoter** may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTER:

Promoter hereby declares as follows:

- 10.1 Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee, apply to the concerned local authority for occupation and completion certificate in respect of the Flat and obtain the said certificate as per the provisions of law.
- 10.2 The Promoter will not be liable for any delay caused by 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of

electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said Flat/ Shop. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.

10.3 That the **Promoter** would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the **Promoter** at its own cost till the land is conveyed to the association of Allottees. The said board would not contain any information which is false or misleading. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

10.4 The carpet area of the said Flat which is proposed to be constructed in the said building is approximate _____ sq. mts., however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the said 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 3% (three) percent. In the event of there being difference of more than 3% between the actual carpet area of the said Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat/ Shop, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the **Promoter**. If there is any reduction in the carpet area within the defined limit then **Promoter** shall refund the excess money (without any interest) paid by Allottee within forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said Flat allotted to Allottee, the **Promoter** shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee shall pay such

additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Apartment and the carpet area as mentioned herein is less than or equal to 3%.

10.5 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said Flat to Allottee, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the Flat the Allottee maintains the Flat in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls 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, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's Flat or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned for maintenance as per this agreement, (v) any other allottee or tenant in the building causes damage to the structure of the building, the aforesaid warranty given by the Promoters shall not be invocable.

11. DECLARATION BY ALLOTTEE:

Allottee hereby declares as follows:

11.1 Allottee has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and

marketable title to the said land so as to enable it to convey the lease of said land/said total land to the said society.

11.2 Allottee shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said Flat/ Shop.

11.3 Allottee is eligible and entitled to Purchase the said Flat and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said Flat or any part thereof or permit the same to be used for purpose of permitted use. Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.

11.4 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee or to any of his family members or friends.

11.5 Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.

11.6 The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from **Promoter** to transfer the right, title and interest in respect of the said Flat to third party by way of sale deed, gift deed or any legal document executed between the parties during course of construction of said project or before possession of said Flat to Allottee whichever is later. The said "No Objection Certificate" and "No Dues Certificate" shall be issued to the Allottee upon payment of statutory dues, taxes, transfer charges as stipulated by the **Promoter**. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as 'void-ab-initio'.

12. DATE OF POSSESSION AND FORCE MAJEURE:

12.1 Promoter shall give possession of the Flat to the Allottee on or before 31/12/2020 date subject to receipt and realization of all amounts

payable by the Allottee under this Agreement and receipt of all approvals from competent authority. After the Allottee has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said Flat to the Allottee on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment of said Flat/ Shop, the Promoter shall be liable to refund to the Allottee the amounts already received by him in respect of the said Flat with simple interest at the rates prescribed under the RERA Rules, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that until the entire amount and interest thereon is refunded to the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said Flat/ Shop.

- 12.2 That the Promoter is entitled to reasonable extension of time for giving possession of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said land, non-availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances.
- 12.3 The Allottee shall take possession of the said Flat within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat and also become member of the society by executing relevant documents.
- 12.4 On getting the occupancy certificate, the **Promoter** may handover possession of the said Flat to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not 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 Flat to the Allottee, the Allottee

shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

13. UNDERSTANDING BETWEEN THE PARTIES:

The **Promoter** and the Allottee also agree to the following:

13.1 The Allottee shall be permitted/ allowed to commence interior works in the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said Flat, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.

13.2 **Promoter** shall be entitled to inspect all interior works carried out by the Allottee. In the event **Promoter** finds that the nature of interior work being executed by the Allottee is harmful to the said Flat or to the structure, facade and/or elevation of the said Building then, **Promoter** can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.

13.3 The Allottee will ensure that the debris from the interior works shall be dumped in an area as notified by the Promoter/Society for the same and will be cleared by the Allottee, on a daily basis, at no cost to **Promoter** and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.

13.4 The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Flat or the Building.

13.5 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Flat or in the building and use only the toilets earmarked by Promoter for this purpose.

13.6 All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that **Promoter** will not be held responsible for any loss/theft/damage to the same.

13.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/its own cost, and that **Promoter** will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.

13.8 During the execution of interior works, if any of the Allottee's contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat and the Building. Further, the Allottee shall be responsible for acts of such persons.

13.9 The Allottee shall extend full cooperation to **Promoter**, their agents, contractors to ensure good governance of such interior works.

13.10 The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

14. RESERVATION FOR PARKING:

14.1 Allottee has requested for reservation of one covered parking (the "**parking**") to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one parking for exclusive use of Allottee. The car parking is subject to final building plan approved by the corporation at the time

of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

14.2 Allottee shall not be allowed to allot/transfer/let-out said parking to any outsider/visitor i.e. other than the Flat Allottee of said Flat/ Shop.

14.3 Allottee shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

14.4 The said parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

14.5 The society shall finally ratify the reservation of such parking in its first meeting at the time of handover by the Promoter.

OR

14.6 Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Flat/ Shop.

14.7 Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

15. FORMATION OF SOCIETY:

15.1 The Promoter shall apply for the formation and registration of a Society (the "**said society**") within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

15.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

16. CONVEYANCE TO SOCIETY:

16.1 The Promoter shall within twelve months from the date of receipt of complete amount of the said consideration and upon receipt of occupancy certificate from competent authority or any other authority execute a conveyance deed and convey a right, title and interest of the said land and building in the name of the society.

16.2 The charges, costs expenses for conveyance of said land shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said land in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

17. SOCIETY MAINTENANCE CHARGES:

17.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Flat is ready for use and occupation, irrespective of the Allottee taking the possession of the said Flat, the Allottee will be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Flat plus the additional area attached to the said Flat i.e. gross usable area vis a vis total gross usable area of said project.

17.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for twelve months aggregating to Rs. _____/- (Rupees_____ In Words Only) along with GST

as “common maintenance charges” for the upkeep and maintenance of the said Project building. The Allottee shall draw cheque/ Demand Draft/ Managers Cheque in the name of “_____” maintained in _____(bank) Branch _____. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.

17.3 After the formation of the society the Allottee shall bear and pay monthly maintenance charges directly to the society.

18. UNSOLD FLAT/ SHOPS IN SAID PROJECT:

18.1 **Promoter** shall be inducted as a member of said society for unsold Flat/ Shops upon conveyance of said land/total land to society.

18.2 **Promoter** shall be entitled to sell the unsold Flat/ Shops in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold Flat/ Shops shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

18.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Flat by the **Promoter** to prospective Allottees.

18.4 **Promoter** shall also be entitled to parking reserved for the unsold Flat/ Shops and the society or Allottee shall not stake claim on such parking.

18.5 **Promoter** shall be entitled to mortgage the unsold Flat/ Shops of the said project with the financial institutions without any separate NOC from society or the members of society. However, if any NOC is required by the Promoter then the society shall not withhold it on any basis.

18.6 **Promoter** is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

19. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

19.1 Allottee himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenant with the **Promoter** as follows :-

- (a) To maintain the said Flat at Allottees own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.
- (b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated. In case any damage is caused to the building in which the said Flat is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat without the prior written permission of the Promoter and/ or the said society, as the case may be.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- (g) 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 Flat by the Allottee other than specified in this agreement/ viz. for any purposes other than specified in this agreement.
- (h) Allottee shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and

conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee shall obtain such permission from said society after the leasehold right of said land is conveyed to the said society.

- (i) Allottee shall observe and follow all the rules and regulations which the said 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 Flat therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- (j) Till a conveyance of said land and all building in the said project is executed the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

20. **REGISTRATION OF THIS AGREEMENT:**

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 Flat unless all amounts as agreed upon in this agreement is paid by the Allottee to the **Promoter** and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain

the property of the **Promoter** until the said land and the building thereon is conveyed to the said society.

20.2 Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the **Promoter** will attend such office and admit execution thereof.

21. **NOTICE:**

21.1 All notices to be served on the Allottee and the **Promoter** as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee and the **Promoter**, by Registered Post A.D. at his/her address specified below :-

Address of Allottee:-

Address of Promoter:-

Shop no. 22, Om Shanti Market,
Sector-5, Airoli, Navi Mumbai

AND upon handing over of the possession of the said Flat to the Allottee under this agreement, all the notices on the Allottee shall be served at the address of Flat handed over to the Allottee under this agreement.

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

22. **ALLOTTEE UNDERTAKING:-**

22.1 The Allottee/s undertake hereby gives his/her/their express consent to the **Promoter** to raise any loan against the said land and/or the said buildings under construction and to mortgage the same with any bank

or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of land.

22.2 It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat/ Shop, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE

23.1 The **Promoter** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the **Promoter** in the case of one Allottee shall not be construed to be a precedent and /or binding on the **Promoter** to exercise such discretion in the case of other Allottee.

23.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

24. BINDING EFFECT:

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and

describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

25. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

26. COMPLIANCE OF LAWS RELATING TO REMITTANCES

26.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

26.2 The **Promoter** accepts no responsibility in this regard. The Allottee shall keep the **Promoter** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the **Promoter** immediately and comply with necessary formalities if any under the applicable laws. The **Promoter** shall not be responsible

towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the **Promoter** shall be issuing the payment receipts in favour of the Allottee only.

27. INVESTOR CLAUSE:

The Allottee has purchased the said Flat as an Investor. The Allottee intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the Allottee 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 Allottees right as an Investor, the Allottee may continue to hold the said Flat like any other Allottee if he does not sell it within one year.

28. 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.

29. 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.

30. 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.

31. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, 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, as the case may be.

32. **JURISDICTION**

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

33. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

FIRST SCHEDULE

SAID LAND

All piece and parcel of land bearing Plot No.135, Sector-53, of 12.5% Gaothan Expansion Scheme admeasuring 749.93 sq. Mtrs. at village Dronagiri, Taluka-Uran, Dist. Raigad bounded as under:

ON OR TOWARDS THE

the North by: 20.00 mtr Wide channel

the South by: 11.00 mtr Wide Road

the East by: Plot No. 115

the West by: Prop. Plot No.136

SECOND SCHEDULE

SAID PROJECT

Residential project known as "ORCHID VILLA" comprising G+7 upper floors containing in aggregate 42 (Forty Two) Residential Flat by utilizing Permissible FSI 1.5 i.e. Permissible Potential Developable Area of 1117.82 sq. mtrs. on all piece and parcel of land bearing Plot No.135, Sector-53, of 12.5% Gaothan Expansion Scheme admeasuring 749.93 sq. Mtrs. at village Dronagiri, Taluka-Uran, Dist. Raigad. bounded as under:

ON OR TOWARDS THE

the North by: 20.00 mtr Wide channel

the South by: 11.00 mtr Wide Road

the East by: Plot No. 115

the West by: Prop. Plot No.136

THIRD SCHEDULE

SAID FLAT/ SHOP

Flatno., admeasuring carpet area Sq. Mtr.,on Floor, along with balcony of _____ sq.mtrs, flower bed of _____ sq. mtrs in said project constructed on land bearing Plot No.135, Sector-53, of 12.5% Gaothan Expansion Scheme admeasuring 749.93 sq. Mtrs. at village Dronagiri, Taluka-Uran, Dist. Raigad bounded as under:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Signed, Sealed & Delivered

By the within named Promoter)

M/S. Villa Realtor,

through its Partner

)

Through Its Authorised Partner)

Shri. _____)

Signed & Delivered)

By the within named Allottees)

Mr.....)

In the Presence of:)

1)

2)

List of Annexures:

<u>Annexures</u>	<u>Documents</u>
1	Commencement Certificate
2	Certificate of Title
3	Floor Plan/additional area
4	Registration Certificate
5	Fitting, Fixtures and Amenities

R E C E I P T

RECEIVED with thanks from the Allottee,
adult, and Indian Inhabitants, residing at C/o.
....., a sum of Rs.....)
as part payment on execution hereof as per terms & conditions of this
Agreement for Sale of Flat no., admeasuring carpet area Sq.
Mtr., on floor in the Project Known as "**ORCHID VILLA**" constructed on
all that piece or parcel of Land bearing Plot No.135, Sector-53, of 12.5%
Gaothan Expansion Scheme admeasuring 749.93 sq. Mtrs. at village
Dronagiri, Taluka-Uran, Dist. Raigad.

Cheque No./ NEFT	Bank Name	Date	Cheque Amount Rs.
TOTAL:			

The receipt is subject to realization of Cheques.

Date: _____

Place: Navi Mumbai

Authorized Signatory