

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Panvel, on this ____ day of October, in the year 2018.

By and Between

M/S. RACHANA CONSTRUCTION, through its Partners **1) MR. ABHIJEET YASHWANT SAWLEKAR**, Age - 38 years, Occupation: Business, and **2) MRS. SHWETA ABHIJEET SAWLEKAR**, Age - 34 years, Occupation -Business, having their Office at – Shop No.11, Aaditya Shri Ram Co. op. Housing Society Ltd, Tapal Naka, M.G. Road, Panvel, Dist. Raigad. Hereinafter called as **“Promoter”**. (Which expression shall unless repugnant to the context or meaning thereof be Deemed to mean and include his/her heirs, executors, administrators, successors-in- interest and permitted assignees).

And

Mr. / Ms. _____, aged about ____, residing at _____, Hereinafter called the **“Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS

- A.** Mr. Vikas Sadashiv Kedare is the owner and absolutely seized, possessed thereof sufficiently entitled property bearing City Survey No. 941, admeasuring 119.6Sq.mtrs., situated and located at Panvel, Taluka - Panvel, Dist. – Raigad. Within the limits of Panvel Municipal Corporation, (Hereinafter referred to as the Original Owner - I).(Hereinafter referred to as the Said Project Land - I).
- B.** In the respect of the said Project Land - I bearing City Survey No. 941, admeasuring 119.6 Sq.mtrs. Mr. Vikas Sadashiv Kedare has executed a Development Agreement in the favour of Promoter on dated 28/09/2017 and the same is registered in the office of the Sub-Register at Panvel– 4, under serial No. PWL – 4 / 11096 / 2017.
- C.** As per the terms and conditions agreed by the parties of Development Agreement therein, said Original Owner of the said Project Land – I has also executed Irrevocable Power of Attorney in the favour of Promoter on dated 28/09/2017 and same is registered at the office of Sub-Register Panvel under serial No. PWL – 4 /11097/2017.
- D.** Mr. Abhay Ramchandra Sawalekar is the owner and absolutely seized, possessed thereof sufficiently entitled property bearing City Survey No. 960, admeasuring 106.2Sq.mtrs., situated and located at Panvel, Taluka - Panvel, Dist. – Raigad. Within the limits of Panvel Municipal Corporation, (Hereinafter referred to as the OriginalOwner - II). (Hereinafter referred to as the Said Project Land - II).
- E.** In the respect of the said Project Land - II bearing City Survey No. 960, admeasuring 106.2Sq.mtrs.Mr. Abhay Ramchandra Sawalekar has executed a Development Agreement in the favour of Promoter on dated 5/10/2017 and the same is registered in the office of the Sub-Register at Panvel– 4, under serial No. PWL – 4 / 11390 / 2017.
- F.** As per the terms and conditions agreed by the parties of Development Agreement therein, said Original Owner - II of the said Project Land– II has also executed Irrevocable Power of Attorney in the favour of Promoter on dated 5/10/2017 and same is registered at the office of Sub-Register Panvel under serial No. PWL – 4 /11391 /2017.
- G.** For the sake of brevity, the Said Project Land– I and Said Project Land – II are collectively hereinafter refer as “Said Project Land” and Original Owner – I and II are collectively hereinafter refer as “Said Owners”
- H.** The Promoter has been put in absolute possession & occupation of said project land by the above mentioned said owners with a view to develop said project land.
- I.** In the light of what is stated above the Promoters are thus in possession of the project land and entitle to construct building on the project land in accordance with the recitals mentioned hereinabove.

- J. By taking into consideration the new rules and regulation of the Panvel Municipal Corporation, the Promoter has proposed to construct a Building No. 1, Wing - 0 on the project land having Basement No. 00, Podium No. -00, stilt with Ground Floor and upper four floors. Accordingly, Panvel Municipal Corporation has granted the building permission no. 2018/PMC/TP/BP/8535/2018, Dated:29/08/2018. The Promoter has accordingly commenced the construction of building on project land.
- K. The Promoter has entered into a standard Agreement with an Architect “O7 Associates” registered with the Council of Architects and such Agreement and is as per the Agreement prescribed by the Council of Architects.
- L. The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at _____, No._____, authenticated copy is attached in **Annexure ‘ _____’**.
- M. The Promoter has appointed a structural Engineer of the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and structural Engineer till the completion of the building.
- N. By virtue of the Development Agreement / Power of Attorney, the Promoter has sole and exclusive right to sell the Apartment no._____, on _____ floor in the said building to be constructed by the Promoter on the project land and to enter into the Agreement/s with the allottee(s)/s of the Apartment and to receive the sale consideration in respect thereof.
- O. The Allottee has approached to the Promoter and applied for the Apartment with the benefit of the use of the Parking space, and other amenities thereto. In this regard the Allottee has demanded from the Promoter, and the Promoter has given inspection of the documents and records regarding whole project land, sanctioned plan, approvals, and all others document specified under RERA.
- I) The plans design and specification prepared by the Promoter’s Architects “O7 Associates”
 - II) The authenticated copies of the Certificate of title issued by the attorney at law or advocate of the Promoter, authenticated copies of property card showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed here to and marked as **Annexure –‘ _____’ and ‘ _____’** respectively.
 - III) The authenticated copies of the plans of the layout as approved by the concerned Local Authority have been annexed to and marked as **Annexure ‘ _____’**.
 - IV) The authenticated copies of the plans of the Layout as approved by the Promoter and according to which the construction of the building and open

spaces is proposed to be provided for the said project have been annexed here to marked as **Annexure '___'**.

- V) The Authenticated copies of the plans and specification\ of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have annexed and marked as **Annexure '___'**.
- P. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specification, elevations, and section and of said building/s and shall obtain the balance approvals from various authorities from time to time as stipulated so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.
- Q. While sanctioning the said plans the concerned local authority and /or Government has laid down certain terms condition stipulation and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said performance of which only the completion or occupancy certificate in respect of the said building/ s shall be granted by the grant by the concerned local authority.
- R. The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.
- S. The Allottee has satisfied himself / herself / themselves in respect of the title of owners and development rights of the Promoter to develop the whole project on the project land and status thereof. **The Allottee has applied to the Promoter for allotment of an Apartment no. ___ on ___ floor in the said project.**
- The carpet area of the said Apartment is _____ Sq.mtrs. Carpet.** "Carpet area" means the net usable floor area of an apartment, excluding the area covered the external walls areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to said Apartment for exclusive use of the Allottee but includes area connived by the internal partition walls of the apartment.
- T. Based upon the Agreement, confirmation and undertaking of and applicable to Allottee herein, including to observe, perform and comply with all the terms, condition, provisions of the Agreement, the Promoter has agreed to allot an **Apartment bearing number _____** in the building called "**Jayashree Ram**" being constructed in the said project, by the Promoter subject to the terms, conditions and provision hereof.
- U. Prior to the execution of these presents, the Allottee has paid to the prompter a sum of Rs. _____/-(Rupees _____), only being part payment of sale consideration of Apartment agreed to be sold by the Promoter

to the Allottee as advance payment or Application fee (the payment and receipt were of the Promoter both hereby admit and acknowledge) and the Allottee has agreed to the Promoter to make payment of the balance of the sale consideration in manner hereinafter appearing.

- V. Under section 13 of said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set this Agreement and as mutually agreed upon and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

NOW THEREFOR, THE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoter has made full and true disclosure of the title of the said project land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee/s nature of their right, title and interest and right to construct and sell building on the said project land. The promoter has also given inspection of all documents to the Allottee. The Purchaser has carried out the search and investigated the title by appointing his own advocate in regards to his title, interest, building plans, etc. The Allottee having acquainted and satisfied himself / herself / themselves with all the facts and nature of right of the Promoter and has / have entered into this Agreement. The Allottee herein shall not be entitled to challenge or question the title of the Owner and the right of the Promoter to enter into this Agreement.

2. NAME OF PROJECT AND BUILDING:

The name of the Project and building shall be known as “**Jayashree Ram**”, having Ground floor and 4 upper floors, Consisting 11 nos. of Residential units, 02 nos. of Offices, and 02 nos. of Shops.

3. SANCTION:

The Promoter has got sanctioned the layout and building plans and obtained building construction permission / Commencement Certificate to the said project by the Panvel Municipal Corporation Vide letter 2018/PMC/TP/BP/8535/2018, Dated:29/08/2018.

4. **ALTERATION AND MODIFICATION OF SANCTIONED BUILDING PLANS**

- (i) The Promoter shall put up and complete construct of the said building consisting of **Ground floor and 4 upper floors** on the project land in accordance with the plans designs and specifications as approved by the Panvel Municipal Corporation, which have been seen and approved by Allottee with such variations and modification as the Promoter may consider necessary or as may be required by any concerned authority.
- (ii) PROVIDED that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

5. **USE OF FSI / TDR:**

- (I) The Promoter hereby declares that the floor space index available as on date in respect of the project land is **448.3 Sq.mtrs** only and Promoter has planned to utilize floor space index of II by availing of Basic FSI = II, 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 regulation which are applicable to the said project the Promoter has disclosed **the floor space index of II (total built up area of 448.3 Sq.mtrs)** as proposed to be utilized by him on the project land in the said project and Allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and the understanding that the declared proposed FSI shall belong to Promoter only.

6. **CONSIDERATION:**

- (I) Relying on the Allottee's representation and the assurance, the Promoter hereby agrees to sell to the Allottee and Allottee herein agreed to purchase **Apartment no._____ of the type Residential of carpet area admeasuring _____ sq. meters on _____ floor in the project known as "Jayshree Ram"(hereinafter referred to as the Apartment) for the consideration of Rs._____-/- Rs._____-/- . In addition without any further consideration the Allottee is entitled to _____ Sq.mtrs area of Balcony, _____ Sq.mtrs area of Cupboard, _____ Sq.mtrs are of flower bed, _____ Sq.mtrs area of Dry Balcony, Attached Terrace area of _____ Sq.mtrs, as shown in the Floor plan the of here to annexed and marked Annexure '____'.**Excluding expenses of stamp duty, registration fees, Goods and

Service Tax or any other taxes levied which shall be paid by Allottee separately. The sale of the said Apartment is on the basis of the carpet area only. The Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3%. The Allottee/s has given consent for the same and is aware that the consideration being lump sum will not change.

- (II) The Cupboard area, W.S. area and the Balcony area if provided in the Residential Premise shall be provided without any separate consideration and shall be attached with the residential premise with the right to exclusive use thereof.
- (III) The above price is inclusive of all the extra expenses required by the Promoter to provide Electrical meter deposit , S.L.C. charges, cable charges & common electric charges, Municipal water connection, Proportionate charges required for formation of the Co-Operative Hsg. Society, Share Money & Proportionate Municipal Development charges.
- (IV) The Promoter shall not be accepted or accede to any request from the Residential Premise Allottee for making any changes in the amenities to be provided by the Promoter.
- (V) The nature, extent and description of the common areas and facilities are more specifically described hereunder in **Schedule ____** and the Promoter has agreed to provide specification in the said residential premise which are more particularly described in the **Schedule ____** hereto.
- (VI) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes, if any in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess the defined limit then Promoter shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause ____ of this agreement.
- (VII) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/ her under any head (s) of dues against lawful outstanding if any, in his /

her name as the Promoter may in its sole discretion deem fit and Allottee undertakes not to object demand/ Direct the Promoter to adjust his payments in any manner.

7. **PAYEMENT INSTALLMENT:**

(I) In consideration thereof, the Allottee has paid and / or agreed to pay to the Promoter, the consideration of the said Residential / Commercial Apartment Rs._____ /-(Rupees _____ only) to accept the said amount from the Allottee as in the following manner: -

Sr. No.	PARTICULAR	Work Completion	Amount
1)	Earnest money deposit	10%	
2)	On execution of this agreement	25%	
3)	On or before completion of plinth	6%	
4)	On or before completion of 1st slab	6%	
5)	On or before completion of 2nd slab	6%	
6)	On or before completion of 3rd slab	6%	
7)	On or before completion of 4th slab	6%	
8)	On or before completion of 5th slab	5%	
9)	On completion of walls, internal & external plaster	5%	
10)	On completion of flooring, plumbing, doors, windows	5%	
11)	On completion of sanitary fittings, elevation, terrace with waterproofing, staircase, lift wells, lobbies	5%	
12)	On installing lifts, water pumps, electrical fittings	5%	
13)	On possession	100%	
	Total amount of consideration		

In addition to the above amount the Allottee has to pay Goods and Service Tax (GST) amounting Rs. _____/-, to the Promoter against above mentioned unit.

(II) The Residential / Commercial premise Allottee shall make all the payment of the aforementioned amount of consideration by DEMAND DRAFT / PAY ORDER / ACCOUNT PAYEE CHEQUE / N.E.F.T / R.T.G.S drawn and payable in favour of **M/s. Rachana Construction.**

8. TAXES AND OTHER LEVIES:

(I) GST is applicable for the sale of flat / office / shops etc. when the transaction is entered into at under construction stage. The Allottee is accepting by execution of this deed that he / she is ready to pay the applicable GST or any other tax which is prevailing at the time of execution of the agreement or if any change in the tax structure before handing over the possession of the Apartment. After depositing the said tax, the Promoter will intimate the Allottee about the deposition of the said tax to the credit of the concern authority and if any doubt is arisen the same from the Promoter as the tax collected is deposited to the govt. the Promoter shall handover the required documentary evidence of deposit of the tax to the Govt. like account statement, challan if separately paid per Allottee. The Promoter shall not liable to give the possession of the Apartment until the applicable taxes is duly paid by the Allottee to the Promoter.

(II) The Total price is escalation – free, save and except escalations /increases due to increase on account of development charges payable to the competent authority and or any other increase in charges which may be levied or imposed by the competent authority Local Bodies Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges cost or levies imposed by the competed authorities etc. the Promoter shall enclose the said notification/ order/rules /regulation published /issued in that behalf to that effete along with the demand letter being issued to the Allottee which shall only be applicable on subsequent payments. If at any time, after execution of this agreement the Central Government/State Government/Local authority/any other authority/any court/judicial authority/qusi – judicial authority by way of any statue/rule/regulation/notification/order/judgment, etc. levies any tax / duty /charges/premium/levies/cess/surcharge/demands/welfare fund or any fund / betterment tax /turnover tax/works contract tax/penalties etc. and put in force or shall be in force prospectively or retrospectively in respect of the said residential premises or the construction for execution of the said agreement or other document registered or the transaction herein shall exclusively be borne and paid (and if the same is paid by the Promoter the reimbursed) by Allottee. The Allottee hereby indemnities the Promoter from all such levies, cost and consequences.

(III) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of value added Tax service Tax and Cess or any other similar taxes

which may be levied\end, in connection with the construction of the carrying out the project payable by the Promoter) up to the date of handing over the possession of the Residential / Commercial premises.

9. **TDS:**

(I) Provided that any deduction of an amount made by the Allottee on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

(II) Provided further that at the time of handing over the possession of the unit if any such certificate is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 months, the Promoter shall be entitle to appropriate the said Deposit against the receivable from the Allottee.

10. **COVENANTS TO SALE**

(I) The Promoter hereby agrees to observe perform and comply with all the terms, conditions stipulations and restrictions if any said plans or thereafter and shall before handing over possession of the Apartment to the Allottee to the abate in form the concerned local authority occupancy and or completion certificates in respect of the Apartment.

(II) **Time is the essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be similarly the Allottee shall make timely payment of the installment and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by Promoter as provide in clause herein above .

11. **DATE OF POSSESSION:**

(I) The Promoter shall give possession of the Apartment to the Allottee on or before March 2021. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of Promoter of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to

refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the Promoter received the sum till the date the amounts and interest thereon is repaid.

(II) Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date if the completion of building in which the apartment 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) Delay in issue of Occupancy Certificate, Building Completion certificate and / or any other certificate by the Panvel Municipal Corporation and any other authority concern.
- iv) For any reason beyond the control of the Promoter and his agent, contractor, suppliers, workers as per the provisions of the laws which are for the time being in force.

12. AREA OF PREMISES:

Before delivery of possession of the said Apartment the Allottee shall satisfy himself about the correctness of the area of the Apartment, the quality of the construction work, the specifications and amenities provided. After delivery of the Possession of the said Apartment the Allottee shall not be entitled to make any complaint thereof and all the right regarding the same shall be deemed to have been waived.

13. PROCEDURES FOR TAKING POSSESSION -

(I) The Promoter, upon obtaining the Occupancy Certificate from the Panvel Municipal Corporation and in the payment made by the Allottee as par the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this agreement to be taken within the time provide herein under from the date of issuance notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of the provisions formalities charges as determined on part of the Promoter the Allottee agree(s) to par the maintenance charges as determined by the Promoter or association of Allottee's, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

(II) The Allottee shall take possession of the Apartment within 15 days of the written notice form the Promoter to the Allottee to the Allottee intimating that the said Apartments are ready for use and occupancy;

14. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT

(I) Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the stipulated time provided the Allottee shall continue to be liable to pay maintenance charges as applicable.

15. DEFECT LIABILITY:

If within a period of five years from the date of handing over the apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, SUBJECT TO FOLLOWING SITUATIONS;

(I) The word defect here means only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter and shall not mean defect caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

(II) That it shall be the responsibility of the Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement / epoxy to prevent water seepage.

(III) Further where the manufacture warranty as shown by the developer to the Allottee ends before the defects liability period such warranties are covered under the maintenance of the said unit / building / phase and if the annual maintenance contracts are not done / renewed by the Allottee the Promoter shall not be responsible for any defects occurring due to the same.

(IV) That the project as a whole has been conceived designed and constructed base on the commitments and warranties given by the vendor / manufacturer that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to

continue warranty in both the flats and the common project amenities whenever applicable.

(V) That the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the said unit / building / phase / wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*c and which do not amount to structural defect and hence cannot be attributed to either bad workmanship or structural defect.

(VI) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall be then submit a report to state the defects in material used, in the structure build of the said unit / building / phase / wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

16. DEFAULTS BY PARITES:

(I) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project interest as specified in the Rules, on all the amount paid by the Allottee for every month of delay, till the handing over of the possession.

(II) The Allottee agrees to pay to the Promoter, interest as specified in the rule on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee (s) to the Promoter.

17. DEFAULTS BY ALLOTTEE - TERMINATION OF AGREEMENT:

(I) Without prejudice to the right of Promoter to charge interest in terms of above sub clause, 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 by concerned local authority and other out going) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option may terminate this Agreement.

(II) Provided that, Promoter shall give notice of fifteen days in writing to the allottee by Registered post AD at the address provided by the allottee and mail at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is

intended to terminate the Agreement if the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period Promoter shall be entitled to terminate this Agreement.

(III) Provided further that upon termination of this agreement as afore said the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination the installment of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

18. FORMATION CO – OPERATIVE SOCIETY / APARTMENT:

The Allottee along with other allottee (s) of Apartments in the building shall join in forming and registering the Society or Association or Limited Company to be known by such name as the Promoter may decide. For 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 proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the allottee so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modification 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.

19. CONVEYANCE:

At least 15 days prior intimation of registration of the Conveyance Deed or any other document or instrument of transfer of the said plot and the building thereon shall be given to Promoter. The Allottee shall pay to the Promoter and / or Co – Operative Society or the organization the Allottee's share of Stamp Duty and Registration Charges and all other costs and incidental thereto payable on the Deed of Conveyance or any other document or instrument of transfer of the said plot and the building thereon, in favour or Co – Operative Society or the organization the Allottee's.

20. MAINTENANCE AND OUT GOING CHARGES:

(I) Within 15 days after notice in writing is given by the Promoter to the Allottee, that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the

Apartment) of out goings in respect of the project land and building/s local taxes, betterment charges or such other levies by the concerned local authority, local taxes, betterment charges or such other levies by the concerned local authority and or Government water charges insurance common lights repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s Until the society or limited company is formed and the said structure of the building/s or wings is transferred to it the Allottee shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee further agrees that till Allottee's share is so determined **the Allottee shall pay to the Promoter provisional monthly contribution of Rs.1000/- per month towards the outgoing.** The amounts so paid by the Allottee to the Promoter shall not carry any interest and retain with the Promoter until a conveyance / assignment of lease of the strudel of the building or wing is executed in favor of the society or a limited company a afore said on such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or the limited company as the case may be.

(II) **The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts: -**

- i) Rs. NIL for share money, application entrance fee or limited company/ Federation / Apex body.
- ii) Rs. NIL for formation and registration of the society or limited Company / federation/Apex body.
- iii) Rs. NIL for proportionate share of taxes and other charges/ levies in respect of the society or limited company /federation/Apex body.
- iv) Rs. NIL for deposit towards provisional monthly contrition towards out goings of society or limited company federation / Apex body.
- v) Rs. NIL for deposit towards water, Electric and other utility and services connection charges.
- vi) Rs. NIL for deposit of electrical receiving and other substation provided in layout.
- vii) The Allottee shall pay to the Promoter a sum of Rs. NIL for meeting all legal costs, charges and expenses, including professional cost of the Attorney – at – law, advocates of the Promoter in connection with formation of the said society or limited company or apex body or federation and for preparing its rules, regulation of lease.

22. REPRESETATIONS AND WARRANTIES OF THE PROMOTER

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

- i) The Promoter has clear and marketable title with respect to the project land, as declared in the title annexed to 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 Promoter has lawful right 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) All the approvals licenses and permits issued by the competent authorities with respect to the project, project land and side building wing are valid and subsisting and have been obtained by following due process of law further , all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building wing shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable law in relation to the project land, building wing and common areas ;
- v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right title and interest of the Allottee created herein may prejudicially be affected;
- vi) The Promoter has not entered into any agreement for sale and/a development agreement or any other agreement / agreement with any person or party which will in any manner affect the rights of Allottee under this Agreement.
- vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever form selling the said Apartment to the Allottee in the manner contemplated in this Agreement ;
- viii) At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful vacant, peaceful, physical possession to the Allottees;
- ix) The Promoter has duly and shall continue to pay and discharge undisputed governmental dues rules charges and taxes and other monies levies impositions premium damages and /or penalties and other outgoing whatsoever payable with respect to the said project the competent Authorities;
- x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance order notification (including any notice for acquisition or requisition of the said property) has been received or served upon

the Promoter in respect of the project land or the project except those disclosed in the title report.

23. THE ALLOTTEE/S CONVENATS WITH THE PROMOTER:

- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and cost in good tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or the building in which the Apartment is situated which may be against the rules regulation or by – laws or change/ alter or make addition in the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to store in the Apartment any good which are of hazardous, conductible or dangerous nature or are so heavy a to damage as to damage the construction or structure if the building in which the Apartment is suited or storing of which goods objected to 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 Apartment is situated including entrances of the building in which the Apartment is situated and in case any damage is caused to the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii) To carry out his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything by the building in which the Apartment is situated or the apartment which may be contrary to the rules and regulation and by – laws of the concerned local authority or other public authority. In the event of the allottee shall be responsible and /or other public authority.
- iv) Not to demolish or cause to be demolished the Apartment or any part thereof nor at any time make or cause to be made any addition or neither alteration of whatever nature in or to the Apartment or ay part thereof nor any alteration in the elevation and outside colour scheme of the building of which the Apartment is situated and shall keep the portion sewers drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls slabs or RCC, parties or other structural members in the

Apartment without the prior written permission of the Promoter and /or the society or the limited company.

iv) Not to be or permit to be done any act or thing which may render void or voidable any insurance of the project land the building in which the Apartment 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 side Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

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

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

X) The Allottee shall observe and perform all the rules and regulation which the society or the limited company or apex Body or Federation may adopt at its inception and the additions alteration or amendments thereof that may be made from time to time for protection and maintenance of the building and the Apartments therein and for the observance and performance of the Building Rules, Regulation and bye – laws for the time being of the concerned local authority and of Government and other publishing the Allottee shall also observe and perform all the stipulation and conditions laid down by the society /limited company /apex Body federation regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes expense or other out – goings in accordance with the terms of this Agreement.

xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of society / limited society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable time to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of apex body or federation the Allottee shall permit the Promoter and their surveyor and agents, with or without workman and other at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii) The Allottee shall use the defect in the Apartment or any party thereof or permit the same to be used only for purpose **of residence /shop**. He shall use the garage or parking space only for purpose of keeping or parking his own vehicle.

24. PROMOTER SHALL MAINTAIN SEPARTE ACCOUNT:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit sums received on account of the share capital and for the out goings legal charges and shall utilize the amounts only for the purposes for which those have been received.

25. RESTRICTED AREA:

(I) Nothing contained in the this Agreement is intended to be nor shall be construed as a grant, demes or assignment in law of the said Apartment or of the said properties and building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby recreation spaces will remain the property of the Promoter of the Promoter until the said structure of the project land is transferred to the society of the company or other body and until the project land is transferred to the apex body federation as hereinbefore mentioned.

(II) The Allottee hereby gives his / her consent and has no objection for the use of the remaining units wholly or in parts for any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement, hoarding sites / signs or may allow erection of antennae or tower for cable / satellite television, wireless, mobile, cellular services on the building and shall solely derive any benefit (including financial) accruing thereon.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the (Apartment) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such (Apartment).

27. BINDING EFFECT:

Forwarding this agreement to the Allottee by Promoter does not create a binding obligation on the part of the Promoter or the Allottee until firstly the allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) day form the date of receipt by the allottee and secondly, appears for registration of the same before the concerned sub-Registrar as and when intimated by the Promoter if the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the sub – registrar for its registration as and when intimated by the Promoter then the Promoter shall serve a notice to the allottee for rectifying the default which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee application of the Allottee shall be including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

28. 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 understanding any other agreement allotment letter, correspondences, arrangements whether written or oral if any between the parties in regard in to the said apartment/ properties building as the case may be.

29. RIGHT TO AMEND:

- (I) If any provision of this agreement shall be determined to be Vidor unenforceable under the Act or the Rules and regulation mend 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 and this Agreement and to the extent necessary inconsistent with the purpose of this Agreement and to the necessary to conform to Act or the rules and Regulation 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 of executing of this Agreement.
- (II) This agreement may only be amended through written consent of the parties.

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTEE SUBSEQUENT ALLOTEES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent allottee of the Apartment in case of a transfer as the said obligation go along with the apartment for all intents and purposes.

31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO THE AGREEMENT:

Wherever in this Agreement it is stipulated that the allottee has to make any payment in common with other Allottee (s) in project the same shall be in proportion to the carpet area of the (apartment /properties) to the carpet area of all the apartment properties in the project.

32. FURTHER ASSURANCES:

Both parties agree that shall execute acknowledge and deliver to the other such instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provision of this agreement or of any transaction contemplated hereon or to confirm or perfect any right to be created or perfect any to be created or transferred hereunder or transferred hereunder or pursuant to any such transaction.

33. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorizer at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee, in Panvel after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub – Registrar Hence this Agreement shall be deemed to have been executed at Panvel.

34. SERVICE OF NOTICE:

(I) That all notice to be served on the Allottee and the Promoter as contemplated by this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed of by the Registration Act and the Promoter will attend such office and admit execution thereof.

(II) That all notice to be served on the Allottee and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered post A.D and notified email ID /Under Certificate of posting at their respective addresses specified below;

Allottee's Name -

Allottee's Address -

Notified Email ID -

Promoter Name - **M/S. RACHANA CONSTRUCTION,**

Through its Partners

1) ABHIJEET YASHWANT SAWLEKAR

2) SHWETA ABHIJEET SAWLEKAR

Promoter Address - Shop No.11, Aaditya Shri Ram CHS,
M.G. Road, Tapal Naka, Panvel, Dist. Raigad.

Notified Email ID - _____

(III) It shall be the duty of the Allottee and the Promoter to inform each other of any change in Adders subsequent to the execution of this Agreement in the above address by Registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter the Allottee as the case may be.

35. JOINT ALLOTTEES:

That in case there are joint Allottee all communication shall be sent by the Promoter to the Allotter 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 Allottee.

36. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this agreement shall be borne by the Allottee.

37. DISTPUTE RESOLUTION: -

Any dispute or difference between parties shall be settled amicably. In case of settled the dispute amicably. In case of failure to settle such dispute amicably. Such dispute or difference shall be referred to the Real Estate Regulatory Authority as per the provisions of the real Estate (Regulation and development Act, 2016, Rules and Regulation there under.

38. JURISDICTION:

This agreement shall be governed in all the respect by applicable law subject to the provisions of the article 37 (Dispute Resolution) court at Panvel shall have exclusive Jurisdiction.

39. UNSOLD FLAT IN PROJECT:

(I) In the event of a Co – Operative society or other organization being formed and registered before the sale and disposal by the Promoter of all the premises in the building, the power and the authority of such Co – operative society or other

organization so formed of the purchaser of the premises in the said building, shall be subject to overall authority and control of the Promoter in respect of all the matter concerning the building and in particular the Promoter shall have absolute authority and control as regards the unsold premises and the disposal thereof.

(II) Promoter shall be inducted as a member of said society for unsold Premises upon conveyance of said project land to society.

(III) Provided always that the Apartment Allottee hereby agrees and confirmed that in the event of the Co – Operative Society or other organization being formed earlier than the Promoter deal with or disposed of all the Residential / Commercial Premises in the building, then and in that event any Allottee or purchaser of the Apartment from the Promoter shall be admitted to the membership of such Co – operative Society or other organization on being called upon by the Promoter without payment of any premium or any additional charges save and except share money and the entrance fee and such Allottee or transferee thereof shall not be discriminated or treated prejudicially by Such Co – Operative Society or other organization.

(IV) Promoter shall be entitled to mortgage the unsold premises of the said building with the financial institution without any separate NOC from the Co – Operative society or other organization.

(V) Promoter is entitled to all the rights of being a member of Co – Operative society or other organization

40. GOVERNING LAW:

That the right and obligation of the parties under or out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

First Schedule above referred to

1) City Survey No. 941, admeasuring 119.6Sq.mtrs., and 2) City Survey No. 960, admeasuring 106.2Sq.mtrs., situated, lying and being at city of Panvel within the limits of Panvel Municipal Corporation, Taluka and Sub-Division of Panvel and District and Division of Raigad, is a **freehold land**. Having boundaries in all four directions as follows;

East	:	C.T.S. NO.938,940 & 961
West	:	Panvel Municipal Corporation Gully & C.T.S. NO.942 & 958
North	:	Panvel Municipal Corporation Gully & C.T.S. NO.937
South	:	Panvel Municipal Corporation Road

Second Schedule above referred to

Description of common areas and facilities.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE HEREUNTO SIGNED AND SUBSCRIBED THIS PRESENTS ON THE DATE AND YEAR FIRST HERE INABOVE MENTIONED AT PANVEL.

SIGNED, SEALED AND DELIVERED

By the within named
PARTY OF THE FIRST PART
M/s. RACHANA CONSTRUCTION,
Through its Partner:

MR. ABHIJEET YASHWANT SAWLEKAR,

PAN NO FIRM. AASFR 1017 N

In the presence of

SIGNED, SEALED AND DELIVERED

By the within named
PARTY OF THE SECOND PART
Mr. / Mrs. _____

Pan Card No.

In the presence of

SCHEDULE ‘ ____ ’

DESCRIPTION OF APARTMENT

ALONG WITH BOUNARIES IN ALL FOUR DIRECTIONS

Apartment no. ____ on ____ floor being constructed in the 1 phase of the said project known as “Jayashree Ram”, admeasuring area _____ sq. meters Carpet. Having boundaries as follows,

East : C.T.S. No. 938, 940 & 960
West : Municipal Corporation Gully & C.T.S. No. 942 & 958
North : Municipal Corporation Gully & C.T.S. No. 937
South : Municipal Corporation Road

SCHEDULE “

FLOOR PLAN OF THE APARTMENT

ANNEXURE –

Name of the Attorney at law/ Advocate

Name – Adv. Amey V. Sawlekar
Address – 17, Golden Dream Arcade,
Near M.T.N.L. Building,
Panvel, Dist.- Raigad, 410206.

No.
RE -

Title Report

Details of the Title Report

The schedule Above Referred to

(Description of property

Place:

Dated _____ day of ____ 20 ____

Advocate