

AGREEMENT FOR SALE

u/s. 13 OF THE REAL ESTATE (REGULATION & DEVELOPMENT) ACT,2016 r/w Rule 10 (7) r/w Annexure 'A' of THE MAHARASHTRA REAL ESTATE PROJECTS, REGISTRATION OF REAL ESTATE AGENTS, RATES OF INTEREST AND DISCLOSURES ON WEBSITE) RULES,2017.

1. This Agreement is made at Panvel, this__17____day of **may** in the year **2019** Between **SMT. LATA DILDAR PATIL** and **SHRI. VINOD CHANGA PATIL** age adult, occupation agriculturist residing at **At-Kopar (Kolhi), Post-Panvel, Tal-Panvel, Dist-Raigad Pin-410206.** hereinafter referred to as "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the survivor or survivors of them and the respective heirs, executors, and administrators of such last survivor, their successors and permitted assigns) of the **ONE PART**.

(2)
AND

MR. _____ Age _____

Residing at :-

hereinafter referred to as "**the Allotee /Flat Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the survivor or survivors of them and the respective heirs, executors, and administrators of such last survivor, their successors and permitted assigns) of the **OTHER PART.**

AND

M/s. Apex Buildcon, being a partnership firm duly incorporated and registered as per the provisions of Indian Partnership Act, 1932 through its partner Mr. Mukesh Govind Patel/Chauhan having office at **Shop No. 1, Apex Nest, Plot No.33, Sector 1, Karanjade Node, Taluka : Panvel, District : Raigad**, hereinafter referred to as "**the Consenting Party/the Contractor**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the respective heirs, executors, and administrators of such last survivor).

WHEREAS:

1. Pursuant to an **Agreement to lease dated 06/04/2018** which has been executed between CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., (herein after referred to as 'CIDCO'), being a company duly incorporated under the Companies Act, 1956 and being the New Town Development Authority as per provisions of The Maharashtra Regional & Town Planning Act, 1966 (hereinafter referred to as the MRTP Act, 1966) and the **Promoter**, whereby **Plot No.99, Sector-R4, 330.00 sq.mtr, situated at Pushpak (Vadghar), Panvel, Navi Mumbai-410206, Maharashtra** the said land of the present Agreement has been granted as and by way of lease to the party of the Promoter. The said land has been more particularly described at **Schedule-1** to the present Agreement.

2. The State Government, as per provisions of Section 113(A) of the MRTP Act, 1966 decided to acquire certain lands of Village Kopar, Taluka Panvel and vest the same in the Corporation for the purpose of development and disposal.

3. The Corporation, as a part of development of Navi Mumbai decided to establish an international airport viz., NAVI MUMBAI INTERNATIONAL AIRPORT with the prior approval of the State and

notified certain lands for acquisition for the said purpose before 01.01.2014 under the erstwhile Land Acquisition Act, 1894.

4. Pursuant to the coming in force of the Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013 (herein after referred to as LARR Act, 2013), determination of compensation for the land of the Owner of the One part was decided to be in conformity of the LARR Act, 2013.

5. As per Section 108 (1) and 108(2) of LARR Act, 2013, the State Government issued a Government Resolution being Urban Development Department No. CID-1812/CR-274/UD-10 dated 01.03.2014, pursuant to which it was decided that in lieu of monetary compensation, the land owners would be provided with compensation in the form of developed plots.

6. There were some unauthorized structures which had been constructed on the land already acquired and in possession of the Corporation which were required to be shifted. The **Owner/Promoter** owned one such structure being Building **No.53, Structure No.KP-124 of Village Kopar, Taluka Panvel**. The State Government vide Government Resolution of the Urban Development Department bearing No. CID-1812/CR-274/UD-10 dated 28.05.2014 had taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a special case. Accordingly, the plot in question which is more particularly described in **Schedule 1** of the present Agreement was allotted to the **Promoter**

7. In accordance with the Government Resolution, Revenue and Forests Department No. RPA-2014/CR/52/R-3 dated 25/06/2014, the District Rehabilitation Officer had been authorized to determine the eligibility of the structure owners whose structures were situated on the lands possessed by the Corporation and required to be shifted as stated above with the prior approval of Collector, Raigad.

8. The Collector, Raigad determined the **Promoter / Vendor** eligible for grant of a **plot of 330 sq.mts** for resettlement and other benefits as per the Government Resolution dated 28.05.2014.

9. As per the directions of the State Government vide Government Resolution dated 28.05.2014, and as per the Order passed by the Collector, Raigad the Corporation allotted to the Lessee vide its **Allotment Letter Kra.CIDCO/Aavint/Punhsthapana/KOPAR/2015/3064 dated 03.08.2015** a piece and parcel of land for the purpose of constructing a building or buildings on the terms and conditions contained in the **Agreement to lease dated 06/04/2018** executed between the Promoter and CIDCO. The said **Agreement to Lease dated 06/04/2018** was registered before the Sub Registrar Panvel, as **Paval 2-4496-2018 on 06.04.2018**. The said Agreement to Lease and Allotment letter have been annexed at **Annexure-1 & 2** to the present Agreement.

10. The Promoter has been granted a, **Commencement Certificate bearing Ref. No. CIDCO/BP-16177/TPO(NM & K)/2018/3650** dated **05.02.2019 u/s. 45 of the Maharashtra Regional & Town Planning Act, 1966** for the plot in question for the development work of a proposed residential cum commercial building / apartment on ground + 4 floors net built up area admeasuring **493.13 sq. mtrs.** Vide the said Commencement Certificate, permission for construction of **20 residential units and 4 Mercantile/Business(commercial) units** has been granted by the Corporation, which is valid upto plinth level which further provides that the Applicant shall give a notice to the Corporation for completion of work upto plinth level at least 7 days before the commencement of further work. The said Commencement Certificate along with approved Layout Plans have been annexed at **Annexure-3** to the present Agreement.

11. The Promoter is in possession of the project land AND WHEREAS the Promoter has proposed to construct on the project land 1 residential cum commercial building consisting of ground + 4 floors net built up area admeasuring **493.13 sq. mtrs.**

12. The Promoter was unable to generate funds for completing the project of construction of the said residential building / apartment on the plot in question and was therefore on a look out for a contractor having necessary capability for construction of the building on the property in question and who was either ready to accept the charges for construction in the form of constructed flats in the same building or ready to accept the payment in instalments as and when the Promoter would be able to sell the tenements to various prospective buyers.

13. The Promoter came to know about the reputation of the party of the **Consenting Party** as a competent contractor who has constructed several small buildings in Navi Mumbai area having good workmanship and quality of construction and approach, the Promoter with a offer to appoint the Consenting Party as a construction contractor on the above referred terms of either accepting deferred payment or accepting the payment in kind by transfer of flats in building duly constructed.

14. **The Consenting Party** accepted the said proposal in principle and demanded that as a remuneration for incurring all the expenses for construction including expenses for obtaining Occupation Certificate, party of the **ONE PART/THE PROMOTER** should be allot to party of **"the Consenting Party/the Contractor"** 10 out of 20 flats according to the sanctioned plan viz., Flat Nos. 10 flats, i.e Flat No. 102, 105, 301, 302, 303, 304, 305, 401, 403, and 405 admeasuring 184.94 Sq.mt. totally carpet area **AND** party of the **ONE PART/THE PROMOTER** should be allot to party of the **"the Consenting Party/the Contractor"** 2 out of 4 Shops according to the sanctioned plan viz., Shop Nos.2 shops, i.e shop No. 1 & 2 admeasuring 30.62 Sq.mt. totally carpet area.

15. For this purpose, a **Contract for Construction** was executed between the **Promoter** and the **Consenting Party** by which the

Consenting Party above named was authorised to carry out the construction of the present residential cum commercial building on the said land. The said **Contract for Construction** was executed on **09.05.2019** and registered at Sr. No. **Paval-2 5570/2019** & Receipt No. **6546** date **09.05.2019** before Office of Joint Sub-Registrar Panvel-2, Panvel.

16. As a result of the said **Contract for Construction** the **Consenting Party** is entitled and enjoined upon to assist the **promoter** in the construction of a building on the said land in accordance with Commencement Certificate executed in **favour of the Promoter**. A copy of the said **Contract for Construction** has been annexed at **Annexure-4** to the present Agreement.

17. Accordingly, as per the aforementioned **Contract for Construction**, the **Consenting Party** has been authorized to collect the proceeds from the sales of the following flats/shops in the building proposed to be constructed:

THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE BELOW MENTION FLATS AND SHOPS ARE TOWARDS M/S.APEX BUILDCON)

<u>NO</u>	Flat No.	Carpet Area (Sq Mtr).	Balcony Area (Sq Mtr).	Name of Beneficiary Party
1	102	14.35	2.62	APEX BUILDCON
2	105	22.47	5.67	APEX BUILDCON
3	301	21.67	5.73	APEX BUILDCON
4	302	14.35	2.62	APEX BUILDCON
5	303	17.88	0.00	APEX BUILDCON
6	304	21.42	3.00	APEX BUILDCON
7	305	22.47	5.67	APEX BUILDCON
8	401	15.61	4.10	APEX BUILDCON
9	403	17.88	0.00	APEX BUILDCON
10	405	16.84	3.74	APEX BUILDCON
	TOTAL	184.94		

<u>NO</u>	Shop No	Carpet Area (Sq Mtr)	Balcony Area (Sq Mtr)	Name of Beneficiary Party
1	01	15.34	3.29	APEX BUILDCON
2	02	15.28	3.14	APEX BUILDCON
	TOTAL	30.62		

On the other hand, the following Flats/Shops are to be retained by the Promoter:

THE FIFTH SCHEDULE ABOVE REFERRED TO

(THE BELOW MENTION FLATS AND SHOPS ARE TOWARDS

SMT. LATA DILDAR PATIL and SHRI.VINOD CHANGA PATIL)

NO	Flat No	Carpet Area (Sq Mtr)	Balcony Area (Sq Mtr)	Name of Beneficiary Party
1	101	21.67	5.73	SMT. LATA DILDAR PATIL
2	103	17.88	0.00	SMT. LATA DILDAR PATIL
3	104	21.42	3.00	SHRI.VINOD CHANGA PATIL
4	201	21.67	5.73	SMT. LATA DILDAR PATIL
5	202	14.35	2.62	SHRI.VINOD CHANGA PATIL
6	203	17.88	0.00	SHRI.VINOD CHANGA PATIL
7	204	21.42	3.00	SMT. LATA DILDAR PATIL
8	205	22.47	5.67	SMT. LATA DILDAR PATIL
9	402	16.97	0.00	SMT. LATA DILDAR PATIL
10	404	11.04	5.83	SHRI.VINOD CHANGA PATIL
	TOTAL	186.77		

NO	Shop No	Carpet Area (Sq Mtr)	Balcony Area (Sq Mtr)	Name of Beneficiary Party
1	03	13.95	2.95	SMT. LATA DILDAR PATIL
2	04	11.97	0.00	SHRI.VINOD CHANGA PATIL
	TOTAL	25.92		

18. Pursuant to the execution of the aforementioned **Contract for Construction** executed between the **Promoter** and the **Consenting Party**, the Promoter executed an **Irrevocable Power of Attorney** dated **09/05/2019** with the Consenting Party thereby authorizing the Consenting Party to accept proceeds from the sale of the aforementioned Flats/shops in the residential cum commercial building in lieu of the Consenting Party's consideration of the construction of the present residential cum commercial building. A Copy of the said **Power of Attorney registered at Sr. No. Paval-2 5571/2019 & Receipt No.6547 dated 09.05.2019 before the Office of Joint Sub-Registrar Panvel-2**, Panvel has been annexed here to as **Annexure-5**.

19. The **Consenting Party** is therefore authorized vide the aforementioned **Irrevocable Power of Attorney & Contract for Construction** to accept proceeds towards the sale of the Flats/shops mentioned. The details of the Bank Account of the Consenting Party for that purpose are as follows :

M/s. Apex Buildcon Apex Morning Account No. - 546301010051450 Union Bank of India, Kharghar Branch, Navi Mumbai, 410210.

The payment for **GST, and other taxes** shall be made in the name of **M/s. Apex Buildcon Apex Morning** in the aforementioned account.

20. The **Allottee /Flat Purchaser** is offered an Apartment bearing number **000** on the _____ **Floor**, (herein after referred to as the said "Apartment") in the Building called "**APEX MORNING** " (herein after referred to as the said "Building") being constructed by the Promoter AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; authenticated copy of which is attached at **Annexure-6**;

21. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

22. The Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee (s)/s of the Apartments to receive the sale consideration in respect thereof with the exception of the **10 Flats AND 2 Shops** the proceeds of which are to be given to the Consenting Party as remuneration for Construction.

23. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs **DESTINATION ARCHITECTURE INTERIOR DESIGNS** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter

referred to as "the said Act") and the Rules and Regulations made thereunder.

24. The authenticated copies of **Certificate of Title** issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record 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 hereto and marked at **Annexure-7**.

25. The authenticated **copies of the plans** of the Layout as **approved** by the concerned **Local Authority** have been annexed hereto and marked as **Annexure-8-1**.

26. The authenticated **copies of the plans** of the Layout as **proposed** by the **Promoter** and according to which the construction of the building is proposed to be provided for on the said project have been annexed hereto and marked as **Annexure-8-2**

27. The authenticated **copies of the plans and specifications of the Apartment** agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure-9**.

28. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

29. While sanctioning the said plans 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 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 building/s shall be granted by the concerned local authority.

30. The Promoter, with the assistance of the Consenting Party/ Contractor has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

31. The **Allottee** has applied to the Promoter for allotment of an Apartment No. **000** on ----- Floor situated in the said building.

32. The carpet area of the said Apartment is **00000** square meters and **0000 sq mtr** Balcony area, Total carpet + Balcony area = **0000 sq mtr** and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by 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 the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

34. Prior to the execution of these presents the **Allottee** has paid to the **Promoter and/or Consenting Party** a sum of **Rs.0,00,000/-** (Rupees _____ Only.) being part payment of the sale consideration of the Apartment agreed to be sold by the **Promoter** to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter and/or Consenting Party both hereby admit and acknowledge) and **the Allottee has agreed to pay to the Promoter and/or Consenting Party the balance of the sale consideration in the manner hereinafter appearing.**

35. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ~~PO0000000000~~:-

36. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable).

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

The Promoter, with the assistance of the Consenting Party/ Contractor shall construct the said building/s consisting of ground and 4 upper floors on the project land in accordance with the Plans, designs and specifications as approved by the concerned local authority from time to time. 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.

a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. **000**. of the type of carpet area admeasuring **00.00**. sq. metres and **0000 sq mtr** Balcony area, Total carpet + Balcony area = **0000 sq mtr** on ----- floor in the building "**APEX MORNING**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure 8-1 and Annexure 8-2 for the consideration of **Rs. 00,00,000/-** including Rs. ..00.. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure-10** annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

b. The total aggregate consideration amount for the apartment is thus **Rs. 0,00,000/- (Rupees _____only)**.

c. The **Allottee** has paid on or before execution of this agreement a sum of **Rs.0,00,000/-**(Rupees _____) (not exceeding **10%** of the total consideration) as advance payment or application fee and hereby agrees to pay to the **Consenting Party** the

balance amount of **Rs.00,00,000/-**-(Rupees _____ Only.)
in the following manner :-

- (i) Amount of **Rs.0,00,000/-** (not exceeding **30%** of the total consideration) to be paid to the **Consenting Party** after the execution of Agreement .
 - ii.Amount of **Rs.0,00,000/-** (not exceeding **45%** of the total consideration) to be paid to the **Consenting Party** on completion of the Plinth of the building in which the said Apartment is located.
 - iii.Amount of **Rs.0,00,000/-**-(not exceeding **70%** of the total consideration) to be paid to the **Consenting Party** on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of **Rs.00,000/-** (not exceeding **75%** of the total consideration) to be paid to the **Consenting Party** on completion of the walls, internal plaster, floorings doors and windows of the said Apartment
 - v. Amount of **Rs.00,000/-** (not exceeding **80%** of the total consideration) to be paid to the **Consenting Party** on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi.Amount of **Rs.00,000/-** (not exceeding **85%** of the total consideration) to be paid to the **Consenting Party** on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - vii.Amount of **Rs.0,00,000/-** (not exceeding **95%** of the total consideration) to be paid to the **Consenting Party** on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
 - viii.**Balance Amount** of **Rs.00,000/-** against and at the time of handing over of the **possession** of the Apartment to the **Consenting Party** on or after receipt of occupancy certificate.
- e. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter and/or Consenting Party by way of Value Added Tax, Service Tax, GST Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter and/or Consenting Party) up to the date of handing over the possession of the Apartment.
 - f. 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 competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

g. 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 **three percent**. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by 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 upon in this Agreement.

h. 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 the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

i. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2. Time is 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 of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.
3. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause **c(i)** herein above. (**"Payment Plan"**).
4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only.

5. The Promoter has disclosed the Floor Space Index of ____ 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 on the understanding that the declared proposed FSI shall belong to Promoter only.
6. 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 rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the **Consenting Party**, 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.
7. Without prejudice to the right of promoter to charge interest in terms the present Agreement, 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) and on the allottee committing **three defaults of payment of instalments**, the Promoter shall at his own option, may terminate this Agreement: 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 e-mail 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. Provided further that upon termination of this Agreement as aforesaid, the **Consenting Party** 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 instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure-11**, annexed hereto.
9. The Promoter shall give possession of the Apartment to the Allottee on or before **30 JUNE 2022**.
10. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account 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 same rate as may mentioned in the present Agreement from the date the **Consenting Party** having received the sum till the date the amounts and interest thereon is repaid.

11. 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.
12. Procedure for taking possession - The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within **3 (three months)** from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee.
13. The Promoter together with the **Consenting Party** agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, 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.
14. The Allottee shall take possession of the Apartment within **15 days** of the written notice from the promoter and/or Consenting Party to the Allottee intimating that the said Apartments are ready for use and occupancy
15. Failure of Allottee to take Possession of the Apartment upon receiving a written intimation from the Promoter as per clause 14, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 14, such Allottee shall continue to be liable to pay maintenance charges as applicable.
16. 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 alongwith the Consenting Party** 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 defect in the manner as provided

under the Act.

17. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
18. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
19. The Promoter shall, within **three months** of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
20. The Promoter shall, within **three months** of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter in the project land on which the building with is constructed.
21. 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 outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/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 and /or Consenting Party** such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs.1750/-** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter and/or the Consenting Party shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited

company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

22. The Allottee shall on or before delivery of possession of the said premises keep deposited with the **Consenting Party** the following amounts :-

Rs._____-/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

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

23. The Allottee shall pay to the Consenting Party a sum of **Rs._____ /- (Rupees __Only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

24. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the **Promoter and/or Consenting Party**, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter and/or Consenting Party, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

REPRESENTATIONS 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 indicated in the paragraphs above
- ii. The same has been indicated in the **Title Report** annexed at **Annexure-12** to the present Agreement. The Promoter 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;
- iii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. There are no litigations pending before any Court of law with respect to the project land or Project;
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vii. 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;
- viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement. The details of the **Contract for Construction executed between the Consenting Party and the Promoter have been made abundantly clear to the Allottee;****
- ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- x. 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 of the common areas of the structure to the Association of the Allottees;
- xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes

and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xii. 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 and/or the Project except those disclosed in the title report and recitals of the present Agreement;

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

- i. To maintain the Apartment at the Allottee's own cost in good and 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 to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the 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 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his/her 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 in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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.
- 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 alteration of whatever nature in or to the Apartment or any part

thereof, nor any alteration in the elevation and outside colour scheme of the building in 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the 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 said 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 and/or Consenting Party 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 other public authority, on account of change of user of the Apartment by the Allottee for any purposes 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 regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and the Consenting Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.
- xiii. 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 for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- xiv. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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 the 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) days** from 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 treated as cancelled and all sums deposited by the Allottee in connection therewith 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 annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

29. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

31. SEVERABILITY If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN 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 to the total carpet area of all the Apartment in the Project.

33. 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.

34. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 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 _____.

35. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

36. That 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 or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Allottee (Allottee's Address) _____

Notified Email ID:_____

.M/s Promoter name Notified Email ID: **apexbuildcon5@gmail.com**. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post filing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

37. JOINT ALLOTTEES 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.

38. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

39. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

40. GOVERNING LAW That the rights and obligations of the parties under or arising out of this Agreement shall be construed and

enforced in accordance with the laws of India for the time being in force and the competent civil courts will have the jurisdiction for this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERED TO

All those pieces or parcels of land situate at Pushpak (vadghar) , Panvel, Navi Mumbai, Maharashtra 410206.

Place/Node	Plot No	Sector No	Area in Sq. Mtrs	Admissible FSI
Pushpak (Vadghar)	99	R4	330	1.5

DEMARCATED BY ITS BOUNDARIES:

North : Plot No.100
South : Plot No.98
East : 9.00 Mtr. wide Road
West : Plot No.90

IN WITNESS WHEREOF the parties hereto set their hands and seal on the day and year first above written.

SIGNED AND DELIVERED by the
Within named:

1. SMT. LATA DILDAR PATIL
OR
2. SHRI.VINOD CHANGA PATIL
residing at :- At-Kopar,Post-Panvel,
Tal-Panvel,Dist-Raigad Pin-410206
Party of the One Part

In the presence of...

PHOTO

AND

Being the Allottee/ Flat Purchaser of the
Other Part

2. MR. _____
(PAN No. _____.)

PHOTO

In the presence of...

- 1). _____

AND

3. M/S. APEX BUILDCON,
(PAN No. ABLFA 4676 N.)
being a partnershipfirm duly incorporated
and registered as per the provisions of
Indian Partnership Act, 1932, having office at
Shop No. 1, Apex Nest, Plot No.33,
Sector 1, Karanjade Node,
Taluka: Panvel, District: Raigad
Through its partner
Mr. Mukesh Govind Patel /Chauhan
Being the Consenting Party

PHOTO

In the presence of...

- 1) _____

R E C E I P T

RECEIVED a sum of **RS.0,00,000/-** (**RUPEES**
_____ **ONLY**) from within named Flat
Purchaser/s as under

<u>AMOUNT</u>	<u>DESCRIPTION</u>
RS.0,00,000/-	Paid by Cheque No. 0000000 dtd. 00/00/0000 drawn on _____.(BR)_____ Vide Receipt No. 000 dtd. 00/00/0000 .

=====

RS. 0,00,000/- (**RS. _____**)

being advance & earnest amount and/or part payment towards the
sale price in respect of Flat bearing No._____, on the _____
floor, in the building to be known as "**APEX MORNING**" being
constructed on **PLOT NO.99, SECTOR NO.R4, PUSHPAK**
(VADGHAR) , NAVI MUMBAI as agreed under these presents.

WE SAY RECEIVED
RS.0,00,000/-

M/S. APEX BUILDCON
Through its Partner

SPECIFICATION AND AMENITIES FOR FLATS

- 1) 2' X 2' Vitrified tiles flooring in all the rooms.
- 2) Granite top kitchen Platform with stainless steel sink.
- 3) Glazed tiled bathroom.
- 4) Glazed tiles W.C. and toilets.
- 5) Dado 2 ft. of glazed tiles above kitchen platform.
- 6) Decorative skin on outer side of main doors and internal wooden flush doors with oil paint.
- 7) Marble frame doors with Bakelite sheet shutters for WC, toilets & bathrooms.
- 8) Aluminum sliding windows with marble window sill.
- 9) Concealed plumbing with S. S. fittings.
- 10) Concealed copper wiring with adequate fan and tube light points.
- 11) External paint with pure acrylic paint and internally distemper paint finish.
- 12] Elegant Elevation of **"APEX MORNING"**.