

AGREEMENT FOR SALE

Articles of Agreement made and entered into at Panvel, Navi Mumbai this _____ day of _____ 2019 between M/S R C D CONSTRUCTIONS (PAN Card no. AANFR9118F) the partnership Firm registered under the Indian Partnership Act, 1932 having its office at B-221/222, Second Floor, Sai Arcade, Opposite Panvel Depot, Panvel (w) 410206, through its Partners 1) SHRI RAHUL CHANDRAKANT DEDHIA, AGED _____ YEARS, hereinafter referred to as "THE BUILDER"/ "DEVELOPER/ PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being of the said Firm, the survivors of them and the heirs, executors and administrators of such last survivor) of the ONE PART

AND

1. MR/MRS/SMT _____
(PAN NO. _____) Aged _____ years, an adult
Indian Inhabitant, residing at _____

2. MR/MRS/SMT _____
(PAN NO. _____) Aged _____ years, an
adult Indian Inhabitant, residing at _____

Hereinafter referred to as the "ALLOTTEE"/"PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD, a company incorporated under the Companies, Act, 1956 (1 of 1956) and having its registered office at Nirma, 2nd Floor, Nariman Point, Mumbai-400 021. (hereinafter called as "THE SAID CORPORATION") is the new town development authority declared for the area as designed as a site for the new towns of Navi Mumbai by the Government of Maharashtra in exercise of its powers under sub-section (i) and (3-a) of section 113 of the Maharashtra Regional Town Planning Act of 1966 (Mah. XXVII of 1966) hereinafter referred to as the said act.

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AND WHEREAS, the State Government in pursuance of section 113 (A) of the said Act, acquired the land described there in and vested such lands in the said corporation for development and disposal.

AND WHEREAS, the corporation, as a part of the development of Navi Mumbai has decided to establish an International Airport namely "Navi Mumbai International Airport" with the approval of the state and central Government (hereinafter referred to as the "Project" which includes development of land for the purpose allied thereto).

AND WHEREAS, the corporation, has acquired land and structures erected on land owned by the original licensee -mentioned hereinafter for the development of aforesaid "Project".

Details of land acquired along with structures standing thereon:-

Village	Taluka & District	Award no.	S.No./ H.No	Area acquired	Name of the Awardee
Vadghar	Palvel Raigad	VAW-100-GD-28	un numbered land in Gaothan along with structure	120.66	Lahu Balaram Surti, Puaps Anikash Surti, Sanjay Balaram Surti

Relevant details of structure(s)

Award no.	Name of the structure owner	Building no. As per survey	Structure no. as per survey	Use of Structure	Area Admissible for determining eligibility	Area of the plot to be allotted
VAW-100-GD-28	Lahu Balaram Surti, Puaps Anikash Surti, Sanjay Balaram Surti	28	VV-34, VV-34A, VV-34B	Residential	132.32	460

AND WHEREAS, as per directives and policies of the state government, referred to hereinabove and as per the award declared by the Dy. Collector (Land Acquisition) concerned, the corporation has allotted compensatory plot to the original licensee vide its allotment letter no.2015/0497 dtd.03/11/2015. The following mentioned plot allotted to the original licensee in lieu of their acquired land and structure stated hereinabove.

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Description of land allotted

<u>Place/Node</u>	<u>Plot no.</u>	<u>Sector no.</u>	<u>Area in Sq. mtr.</u>	<u>Admissible FSI</u>
Pushpak Nagar (Vadghar)	139	R5	460	1.5

AND WHEREAS, by an Agreement to lease dtd. 09th April 2018 made and entered into between the said M/S. CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., of the one part and 1) Mr. Lahu Balaram Surte 2) Mrs. Puspa Ankush Surte 3) Sanjay Balaram Surte; therein referred to as the licensee of the other part (hereinafter referred to as "the Original Licensee"), the said corporation agreed to grant to the Original Licensee a lease of all the piece or parcel of land bearing Plot bearing no. 139, admeasuring about 460 sq. mtrs. lying being and situate at Sector - R5, Pushpak Nagar (Vadghar), Tal. Panvel, Dist. Raigad (Hereinafter referred to as "the Said Plot") and more particularly described in the schedule hereunder written on the terms and conditions contained in the said Agreement to Lease has been registered with the Sub-Registrar, Panvel-1 under document Sr. No.3807/2018 dtd. 09/04/2018.

AND WHEREAS, by an under Tripartite Agreement dated 27/03/2019 BETWEEN CIDCO, AND 1) Mr. Lahu Balaram Surte 2) Mrs. Puspa Ankush Surte 3) Sanjay Balaram Surte, the original Licensees AND M/S R C D CONSTRUCTIONS Through its Director 1) Mr. Chandrakant Murji Dedhia 2) Mr. Rahul Chandrakant Dedhia 3) Mr. Champak Murji Dedhia 4) Sagar Champak Dedhia, therein referred to as the new Licensees, the said Corporation granted lease of the plot no.139, sector-R5 in village vadghar, Pushpak Nagar Node, Tal. Panvel, Dist. Raigad, Navi Mumbai of Rehabilitation and resettlement Scheme, containing by measurement 460 Sq. Mtrs. in favour of the New Licensees and the said Tripartite Agreement registered with the Sub-Registrar, Panvel-03, under doc. Sr.No 5231/2019 Dated: 27/03/2019

AND WHEREAS CIDCO Ltd has recorded the name of M/S R C D CONSTRUCTIONS and its partner namely 1) Mr. Chandrakant Murji Dedhia 2) Mr. Rahul Chandrakant Dedhia 3) Mr. Champak Murji Dedhia 4) Sagar Champak Dedhia & 1) Mr. Lahu Balaram Surte 2) Mrs. Puspa Ankush Surte 3) Sanjay Balaram Surte as the lawful Licensee of the aforementioned plot vide their Transfer letter ref. no. CIDCO /BP-16831/TPO (NM&K) 2019/5152 Dtd. 25/07/2019.

AND WHEREAS, THE PROMOTER - M/S R C D CONSTRUCTIONS and its partner namely 1) Mr. Chandrakant Murji Dedhia 2) Mr. Rahul Chandrakant Dedhia 3) Mr. Champak Murji Dedhia 4) Sagar Champak Dedhia & 1) Mr. Lahu Balaram Surte 2) Mrs. Puspa Ankush Surte 3) Sanjay Balaram Surte

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Sarjay Balaram Surte are seized and possessed of or otherwise well and sufficiently entitled the said plot.

AND WHEREAS the Promoter has proposed to construct a building on the said property "Sarang Iris " having G plus 4 floors.

AND WHEREAS, the said Promoter with the intent to develop the said plot by constructing building thereto have got the plans sanctioned from City and Industrial Development Corporation of Maharashtra Limited and Commencement Certificate has been issued by the said Authority under reference no. CIDCO /BP-16831/TPO (NM&K) 2019/5152 Dtd. 25/07/2019, which contains the permission to commence the construction work of building G + 4 storey building on the said Plot bearing no. 139, admeasuring about 460 sq. mtrs lying being and situate at Sector - R5, Pashpak Nagar (Vadghar), Tal. Panvel, Dist. Raigad; Subject to the terms and conditions contained therein.

AND WHEREAS the Allottee is offered a Flat bearing number ____ on the ____ floor, (herein after referred to as the said "Flat") in the ____ wing of the Building called "Sarang Iris" (herein after referred to as the said "Building").

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Navi Mumbai Panvel no _____; authenticated copy is attached in Annexure 'F';

AND WHEREAS 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.

AND WHEREAS by virtue of the aforementioned Agreements the Promoter has right to sell the Flats/shops in the said building/s to be constructed by the Promoter on the said property and to enter into Agreement/s with the allottee(s)/s of the Flats to receive the sale consideration in respect thereof ;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter's Architects "ATUL PATEL ARCHITECTS" 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, copies of title documents showing the nature of the title of the Promoter to the said property on which the Flats

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are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B'.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS 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.

AND WHEREAS 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 said property 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.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat No. _____ on _____ floor in situated in the building project known as "Sarang Iris" being constructed of the said Project,

AND WHEREAS the carpet area of the Said Flat is _____ square meters and "carpet area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____)

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_____. Only),
being part payment of the sale consideration of the Flat agreed to be sold
by the Promoter to the Allottee as advance payment or Application Fee
(the payment and receipt whereof the Promoter both hereby admit and
acknowledge) and the Allottee has agreed to pay to the Promoter the
balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the
provisions of the Real Estate (Regulation & Redevelopment) Act, 2016
with the Real Estate Regulatory Authority at Navi Mumbai Panvel
no. _____;

AND WHEREAS, under section 13 of the said Act the Promoter is
required to execute a written Agreement for sale of Said Flat 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 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 Flat.

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

1. The Promoter shall construct the said building/s consisting of
ground/ stilt and 4 upper floors on the said property 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 Flat of the Allottee except any
alteration or addition required by any Government authorities or
due to change in law.

1.(a) The Allottee hereby agrees to purchase from the Promoter and
the Promoter hereby agrees to sell to the Allottee Flat No.
_____ of carpet area admeasuring _____ sq. meters
with enclosed balcony area _____ sq. meters, , useable C.B. area
_____ sq. met., useable F.B Area _____ sq. meters, useable
project terrace area _____ sq. meters, useable natural terrace area
_____ sq. meters on _____ floor in the building project
known as "SARANG IRIS" (hereinafter referred to as "the Flat") as
shown in the Floor plan thereof hereto annexed and marked
Annexure C .

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1(b) The total aggregate consideration amount for the Flat is
Rs. _____ (Rupees _____ only)

1(c) The Allottee has paid on or before execution of this agreement
a sum of Rs. _____ (Rupees _____ only)
(not exceeding 10% of the total consideration) as advance payment
or application fee and hereby agrees to pay to that Promoter the
balance amount of Rs. _____ (Rupees _____ Only)

in the following manner :-

Sr. No.	Particulars	Percent	Amount
1.	EMD at the time of booking	20%	Rs.
2.	Completion of Plinth	10%	Rs.
3.	On completion of 1 st Slab	08%	Rs.
4.	On completion of 2 nd Slab	08%	Rs.
5.	On completion of 3 rd Slab	08%	Rs.
6.	On completion of 4 th Slab	08%	Rs.
7.	On Completion Of Roof slab	08%	Rs.
8.	On Completion of the walls, internal plaster, floorings doors and windows	05%	Rs.
9.	On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level	05%	Rs.
10.	On Completion of the external plumbing and	05%	Rs.

11	external plaster, elevation, terraces with On Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain	10%	Rs.
12	On Possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.	05%	Rs.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Service 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) up to the date of handing over the possession of the [Flat/shop].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The 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.

1(f) 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. After making such additional payment to the promoter then only Promoter will handover the possession of flat/shop to the allottee. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) 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

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discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 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 Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Building.

2.2 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 [Flat/Plot] 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.

Similarly, the Allottee shall make timely payments of the installments 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 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is 460 Sq. Mts. only and Promoter has planned to utilize Floor Space Index of 1.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said property in the said Project and Allottee has agreed to purchase the Said Flat based on the proposed construction and sale of Flats 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Shop] 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 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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, 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

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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 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 instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts etc., shall be mentioned in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Flat to the Allottee on or before August 2022. If the Promoter fails or neglects to give possession of the Flat 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 Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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.

7.1 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 [Flat/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and

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the Promoter shall give possession of the [Flat/Shop] to the Allottee. The Promoter 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.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the promotor to the Allottee intimating that the Said Flats are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Flat/Shop]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Flat/Shop] 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 [Flat/Shop] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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 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.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence . He shall use the garage or parking space if any, is only for purpose of keeping or parking vehicle.

9.1 The Allottee along with other allottee(s) of Flats 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.

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8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence . He shall use the garage or parking space if any, is only for purpose of keeping or parking vehicle.

9.1 The Allottee along with other allottee(s) of Flats 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.

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9.2 The promoter hereby undertake to transfer all the right, title and the interest of the Promoter in the said property on which the building is constructed in the name of society or association, Limited Company, at the earliest.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat 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 Flat) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property 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 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. _____ per month (Rupees _____ Only)

and Rs. _____ (Rupees _____ Only)

towards the outgoings. The amounts so paid by the Allottee to the Promoter 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.

10. The Allottee shall on or before delivery of possession of the said flat/premises keep deposited with the Promoter share money, application entrance fees of the society, society formation charges, society registration charges, development charges towards water, electric and drainage connection only, conveyance charges; however in respect of this flat/premises promoter has already received these amount with Agreement Value of the flat.

11. At the time of registration of Agreement for sale of flat/premises of the building, the Allottee shall pay to the Promoter applicable stamp duty and registration charges.

12. 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 said property; and also has actual, physical and legal possession of the said

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- property for the implementation of the Project the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. 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;
- iii. There are no encumbrances upon the said property or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property 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, said property 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, said property, Building/wing and common areas;
- vi. 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;
- vii. The Promoter has not entered into any agreement for sale in respect of said flat except present Allottee;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Shop] to the Allottee in the manner contemplated in this Agreement;
- ix. 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;
- x. 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;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.

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PARTNER/S

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

i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat 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 own cost all internal repairs to the Said Flat and maintain the Flat 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 Flat is situated or the Flat 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 Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat 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 said property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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PARTNER / C

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the said property and the building in which the Flat 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 Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat 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 Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee is hereby agreed that he will not keep any pet/ Animal in the said flat/ or premises/ building subject to proper registration with concerned government bodies.

xi. 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 Flats 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 Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the building in which Flat 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 times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

14. 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.

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PARTNER/S

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat 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 demise or assignment in law, of the Said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat 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 said property is transferred to the Apex Body /Federation as hereinbefore mentioned.

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

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

18. 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.

19. 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,

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PARTNER/S

or at some other place, which may be mutually agreed between the Promoter and the Allottee. 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 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 .

26. 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.

27. 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 :- R C D CONSTRUCTIONS
(Promoter Address) B-221/222, Sai Arcade, B Wing, 2nd Floor,
Near Life Line Hospital, Opp Panvel ST Bus
Depot, Tal-Panvel, Dist - Raigad, Pin - 410206.

Notified Email ID: info@saranggroup.in

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 failing 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.

28. 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.

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

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PARTNER/S

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

31. GOVERNING LAW:-

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

FIRST SCHEDULE

DESCRIPTION OF THE PLOT

All that piece or parcel of land known plot bearing no. 139, area admeasuring 460 SQ. MTRS, lying being and situate at Sector R5, Pushpak Nagar (Vadghar), Tal. Panvel, Dist. Raigad; and bounded as follows:-

On the North by : Plot No. 138
On the South by : Plot No. 140
On the East by : Plot No. 131
On the west by : 15 mtr wide Road

SECOND SCHEDULE

Description of the Flat

Flat bearing no. _____ On _____ Floor of the building to be known as "Sarang Iris" situated at bearing no. 139, lying being and situate at Sector R5, Pushpak Nagar (Vadghar), Tal. Panvel, Dist. Raigad, containing by admeasurements _____ Sq. Mtrs carpet area.

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PARTNER/S

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR
HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
By the within Named "PROMOTERS"

M/S R C D CONSTRUCTIONS
A partnership firm through its partners
Pan No. AANFR9118F

1) SHRI RAHUL CHANDRAKANT DEDHIA,

In the presence of

SIGNED, SEALED AND DELIVERED
By the within Named "PURCHASER"

1. Mr./Mrs. _____

Pan No. _____

1. Mr./Mrs. _____

Pan No. _____

1)

2)

For RCD CONSTRUCTIONS


PARTNER/S

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For RCD CONSTRUCTIONS


PARTNER/S

RECEIPT

Received of and from the Purchaser(s) within named the day and the year first herein above written the sum of Rs. _____ (Rupees _____)

vide A/c Payee cheque/s being the amount of part payment payable by the buyer to the Promoter as per these presents.

Cheque No.	Date	Name Of Bank	Branch	Amount "Rs"
Total Received Rupees:				

(Subject to realization of Cheques)

WE SAY RECEIVED,

M/S R C D CONSTRUCTIONS
(Through its Partner)

WITNESSES:-

1.

2.

For RCD CONSTRUCTIONS

PARTNER/S

Annexure E

AMENITIES

- Flooring: Vertified 2' x 2' Joint free tiled in all rooms
- Kitchen: Granite platform with S.S. sink, designer glazed tiles of full height upto "Beam level",
- W/C & Bath: Branded sanitary wares, concealed plumbing with hot & cold mixer arrangement, Designer glazed tiles walls upto door level.
- Doors: Main door with salwood frame & flush doors with laminates on both sides. Internal bed room, marble frames & flush doors with laminates on both sides, Bath & W/C marble frame & doors with powder coated aluminium frame with harder sheets.
- Electrical: Concealed Copper wiring with modular switches, telephone & T.V Points in Living Area
- Wall Finish: Plastic paint on internal walls.
Acrylic paint on external walls.
- Windows: Powder coated Aluminium sliding windows.