

## AGREEMENT FOR SALE

FLAT NO. "\_\_\_\_", "\_\_\_\_" FLOOR, BUILDING KNOWN AS  
 "AMAN PARADISE" PLOT NO. A-35, IN SECTOR NO. 16,  
 ULWE, NAVI MUMBAI, TAL. PANVEL, DIST. RAIGAD

=====

BUILDING CONSISTS	:	GROUND + FOUR FLOORS
=====		
CARPET AREA	:	_____ Sq.Mtrs.
TERRACE AREA	:	_____ Sq.Mtrs.
FLOWER BED AREA	:	_____ Sq.Mtrs.
CUPBOARD AREA	:	_____ Sq.Mtrs.
=====		
SALE PRICE	:	Rs. _____/-
=====		

THIS AGREEMENT is made and entered into at Panvel, on \_\_\_\_ day of \_\_\_\_\_, 2019.

### BETWEEN

M/S. AMAN DEVELOPERS, a Proprietorship Firm, through its Proprietor MR. MANOJKUMAR SINGH, Adult, having its Office address at **Shop No. 2, Gayatri Archana CHS Ltd., Plot No. 136, Sector 44, Seawoods (W), Nerul, Navi Mumbai 400706**, hereinafter referred to as 'THE PROMOTERS' (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns), of the One Part,

### AND

MR. \_\_\_\_\_, PAN No. \_\_\_\_\_,  
 Aged \_\_\_\_ Years, Indian Inhabitant, Residing at - \_\_\_\_\_  
 \_\_\_\_\_,

hereinafter called 'THE PURCHASER' (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the Other Part.

### DESCRIPTION OF PROPERTY

FLAT NO.	FLOOR	PLOT NO.	SECTOR
" _____ "	" _____ "	A-35	16
BUILDING	:	'AMAN PARADISE'	
NODE	:	Ulwe, Navi Mumbai	
CARPET AREA	:	_____ Sq.Mtrs.	
TERRACE AREA	:	_____ Sq.Mtrs.	
FLOWER BED AREA	:	_____ Sq.Mtrs.	
CUPBOARD AREA	:	_____ Sq.Mtrs.	
BUILDING CONSISTS	:	GROUND + FOUR FLOORS	
SALE PRICE : Rs. _____/- (Rs. _____			
_____ Only)			

hereinafter referred to as 'THE SAID FLAT'

#### WHEREAS :

1. The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (hereinafter referred to as 'The Corporation') having its registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400021, is a New Town Development Authority, under the provisions of sub-sec. (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No. - xxxviii of 1966) hereinafter referred to as the said Act.

2. By virtue of being the Development Authority the Corporation has been empowered under section 113 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt. under the said Act.

3. By an Agreement to Lease dated: **08/10/2015**, made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED,

(CIDCO), therein and herein referred to as 'THE LESSOR' and **SHRI. KASHINATH SHANKAR THOKAL**, therein referred to as the LESSEE and herein after referred to as the ORIGINAL ALLOTTEE, and CIDCO leased Plot of land in lieu of compensation being **Plot No. B-16, in Sector No. 15**, admeasuring **149.99 Sq.Mtrs.** under the **12.5% Gaothan Expansion Scheme** at **Ulwe, Navi Mumbai, Taluka Panvel, Dist. Raigad**, (hereinafter referred to as "THE SAID PLOT"). The same Agreement to Lease is been registered in the office of Sub-Registrar of Assurances, Panvel, under **Document No. PVL-3-6726-2015 dated 01/12/2015**.

4. The Physical possession of the same handed over to the Original Allottee for Development and construction thereof Building for Residential purposes. The corporation granted permission or license to the Original Allottee to enter upon the said Plot of land for the purpose of erecting a building/s.

5. Due to lack in knowledge of Development and Financial problems, the Original Allottee **SHRI. KASHINATH SHANKAR THOKAL** has transferred and assigned all their leasehold rights in respect of the said Plot No. B-16 in favour of **MR. MANOJKUMAR SINGH, (Proprietor of M/S. AMAN DEVELOPERS)**, having its Office address at **Shop No. 4, Vaishnav Sai Apartment, Plot No. B-37, Sector 23, Seawoods, Navi Mumbai** (hereinafter referred to as "the Promoters"), therein referred to as 'NEW LICENSEES' by a Tripartite Agreement dated 21/01/2016, executed between CIDCO Ltd., as the Party of the First Part, **the Original Lessee**, as the Party of the Second Part and **MR. MANOJKUMAR SINGH, (Proprietor of M/S. AMAN DEVELOPERS)**, as the Party of the Third Part (New Licensees). The said Tripartite Agreement dated 21/01/2016, has been Registered at the Office of Sub Registrar of Assurances Panvel vide Receipt No. 800, **Document No. PVL-4-697-2016**.

6. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its **Development Permission Cum Commencement Certificate** under **Reference No. CIDCO/ATPO/BP-15258/TPO (NM & K)/2016, Dated 04/07/2016** granted its permission to develop the said plot and to construct a building on the said plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building.

7. Further due to some technical reasons/problems the CIDCO Ltd. has cancelled the allotment of the said Plot and in lieu and in substitute of the **Plot No. B-16**, the CIDCO Ltd. has allotted a New Plot bearing **Plot No. A-35**, admeasuring **149.87 Sq.Mtrs. (150.00 Sq.Mtrs.)**, in **Sector No. 16**, at **Ulwe Node, Navi Mumbai, Tal. Panvel, Dist. Raigad**, in favour of the Promoters - **MR. MANOJKUMAR SINGH, (Proprietor of M/S. AMAN DEVELOPERS)** by way of **DEED OF MODIFICATION** duly registered in the Office of Sub-Registrar of Assurances, Panvel-4 under **Document No. PVL-4-12380-2017 dated 01/11/2017**.

8. By virtue of Modified Deed dated 01/11/2017, the Promoters have obtained revised Commencement Certificate from CIDCO Ltd., vide its Letter bearing **Ref. No. CIDCO/BP-15661/TPO (NM & K)/2018/2473 dated 06/04/2018** and the promoters entitled to construct a building on the said new plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building.

AND WHEREAS the Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters are in possession of the said project land.

AND WHEREAS the Promoters have proposed to construct on the project land a Building consisting of **Ground plus Four Upper Floors** (hereinafter referred to as "the said building/s").

AND WHEREAS the Purchaser is offered a **Flat No.** \_\_\_\_\_ on the \_\_\_\_\_ **Floor**, (herein after referred to as the said "Flat") in the said Building being constructed on the said project, by the Promoters.

AND WHEREAS the Promoters have 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 Promoters have registered the Project under the provisions of the Act with the **REAL ESTATE REGULATORY AUTHORITY** at \_\_\_\_\_ under Reg. No. \_\_\_\_\_; authenticated copy is attached herewith;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of the Tripartite Agreement & Modified Deed the Promoters have sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the Purchaser(s) of the Flats to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser, the Promoters have given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects - **M/s. Sheetal Architects, CBD Belapur** 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 Advocate of the Promoters – **ADV. K. P. SAYED, Nerul, Navi Mumbai**, authenticated copies of Agreement to Lease, Tripartite Agreement, Modified Deed, Revised C.C. or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

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

AND WHEREAS the Promoters have 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 plan concerned local authority and/or Government local authority and/or Government has laid down

certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building/s and upon the due observation and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Purchaser has applied to the Promoters for allotment of a **Flat No.** \_\_\_\_\_ **on** \_\_\_\_\_ **Floor** in the said building to be constructed on the said Plot of land.

AND WHEREAS the **CARPET AREA** of the said Flat is \_\_\_\_\_ **square meters and "carpet area"** means the net usable floor area of an 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 Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, 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 Purchaser has paid to the Promoters a sum of **Rs.**\_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**), being **Part Payment** of the sale consideration of the Flat agreed to be sold by the Promoters to

the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under No. \_\_\_\_\_;

AND WHEREAS, under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Flat with the Purchaser, 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 Promoters hereby agrees to sell and the Purchaser hereby agrees to purchase the Flat 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:-**

1. The Promoters shall construct the said building/s consisting of **Ground plus Four 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 Promoters shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.



1.a (i) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser Flat No. \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the building constructed on the said Plot of land (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) 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 Second Schedule annexed herewith (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser Open/Stilt Parking Space No. \_\_\_\_\_ situated at Stilt/Ground level being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

1(b) The total aggregate consideration amount for the Flat including garages/covered parking spaces is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

1(c) The Purchaser 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 Promoters the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the following manner :-

- i. Amount of Rs.\_\_\_\_\_/ - (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement
- ii. Amount of Rs.\_\_\_\_\_/ - (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. Amount of Rs.\_\_\_\_\_/ - (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
- iv. Amount of Rs.\_\_\_\_\_/ - (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs.\_\_\_\_\_/ - (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of Rs.\_\_\_\_\_/ - (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
- vii. Amount of Rs.\_\_\_\_\_/ - (not exceeding 95% of the total consideration) to be paid to the Promoters 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 Flat is located.
- viii. Balance Amount of Rs.\_\_\_\_\_/ - against and at the time of handing over of the possession of the Flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST 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 Promoters) up to the date of handing over the possession of the Flat.

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 Promoters undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @ \_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoters.

1(g) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoters shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan.

All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Purchaser authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

2.1 The Promoters 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 Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1(c) herein above.

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoters have planned to utilize Floor Space Index of \_\_\_\_\_ 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 Promoters have disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Promoters agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoters.

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

Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or

breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Purchaser to the Promoters.

5. 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 Promoters in the said building and the Flat as are set out in Annexure 'E', annexed hereto.

6. The Promoters shall give possession of the Flat to the Purchaser on or before \_\_\_\_\_. If the Promoters fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser 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 Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters 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 Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters shall give possession of the Flat to the Purchaser. The Promoters agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

**7.2** The Purchaser shall take possession of the Flat within 15 days of the written notice from the Promoters to the Purchaser intimating that the said Flats are ready for use and occupancy:

**7.3 Failure of Purchaser to take Possession of Flat:** Upon receiving a written intimation from the Promoters as per clause 8.1, the Purchaser shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser 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 Purchaser, the Purchaser brings to the notice of the Promoters 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

Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business.(\*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(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 Promoters 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoters 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 Promoters and/or the owners in the said structure of the Building or wing in which the said Flat is situated.



9.2 The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoters to the Purchaser that the Flat is ready for use and occupancy, the Purchaser 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 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 Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoters provisional monthly contribution of Rs.\_\_\_\_\_ per month towards the outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters 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 Promoters to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

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

11. The Purchaser shall pay to the Promoters a sum of Rs.\_\_\_\_\_/ - for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoters, the Purchasers' 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 Purchaser shall pay to the Promoters, the Purchasers' 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.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represents and warrants to the Purchaser as follows:

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
  - vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
  - viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
  - x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Flat at the Purchaser'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 Purchaser in this behalf, the Purchaser 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 Promoters to the Purchaser 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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 Promoters and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoters within fifteen days of demand by the Promoters, 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 Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser 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 Purchaser to the Promoters under this Agreement are fully paid up.

x. The Purchaser 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 Purchaser 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.

xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoters 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 Flat is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Promoters 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.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser 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 Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

#### **17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

#### **18. BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) fails



to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/building, as the case may be.

#### **20. RIGHT TO AMEND**

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

#### **21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS**

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 Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

#### **22. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or

unenforceable under the Act or the Rules and Regulations made 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.

### **23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the [Flats/Plots] in the Project.

### **24. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoters 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 Purchaser and/or Promoters 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 Promoters will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser

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(Purchaser's Address)

Promoters name - **M/s. AMAN DEVELOPERS**

Address **Shop No. 2, Gayatri Archana CHS Ltd., Plot No. 136, Sector 44, Seawoods (W), Nerul, Navi Mumbai 400706** (Promoters Address)

It shall be the duty of the Purchaser and the Promoters 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 Promoters or the Purchaser, as the case may be.

## **28. JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Promoters to the Purchaser 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 Purchasers.

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

**30. Dispute Resolution :-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the **CIDCO / Panvel Municipal Corporation** 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 Navi Mumbai courts will have the jurisdiction for this Agreement.

**FIRST SCHEDULE OF PROPERTY**

ALL THAT PIECE AND PARCEL of land known as **Plot No. A-35, in Sector No. 16**, of 12.5% (Erstwhile Gaothan Expansion Scheme), situated at **Ulwe, Navi Mumbai, Tal. Panvel, District Raigad**, admeasuring **149.87 Sq.Mtrs.** (150.00 Sq.Mtrs.) or thereabout and bounded as follows :-

On the North by   :-     Plot No. 34  
On the South by   :-     Plot No. 36  
On the East by     :-     Plot No. 29  
On the West by    :-     9 Mtrs. Wide Road

**SECOND SCHEDULE OF FLAT**

=====			
FLAT NO.	FLOOR	PLOT NO.	SECTOR
" _____ "	" _____ "	A-35	16
=====			
BUILDING	:	'AMAN PARADISE'	
NODE	:	Ulwe, Tal. Panvel, Dist. Raigad	
CARPET AREA	:	_____	Sq.Mtrs.
TERRACE AREA	:	_____	Sq.Mtrs.
FLOWER BED AREA	:	_____	Sq.Mtrs.
CUPBOARD AREA	:	_____	Sq.Mtrs.
=====			
BUILDING CONSISTS	:	GROUND + FOUR FLOORS	
=====			

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day and the year first hereinabove written.

SIGNED AND DELIVERED by the  
within named **PROMOTERS**

**M/S. AMAN DEVELOPERS,**

Through its Proprietor

**MR. MANOJKUMAR SINGH**

In the presence of ..

1)

2)

SIGNED AND DELIVERED by the  
within named '**PURCHASERS**'

**MR.** \_\_\_\_\_

In the presence of ..

1)

2)

RECEIPT

Received of and from the withinnamed Purchaser **MR.** \_\_\_\_\_  
\_\_\_\_\_, a sum of **Rs.**\_\_\_\_\_/ -  
**(Rupees \_\_\_\_\_ Only)** being the Part  
Payment Amount of Sale Price of Flat being

DESCRIPTION OF PROPERTY

=====

FLAT NO.	FLOOR	PLOT NO.	SECTOR
" _____ "	" _____ "	A-35	16

=====

BUILDING : 'AMAN PARADISE'

NODE : ULWE, NAVI MUMBAI

=====

BUILDING CONSISTS : GROUND + FOUR FLOORS

=====

Cheque No.	Date	Bank's Name	Amount in Rs.
TOTAL			

WE SAY RECEIVED

**Rs.**\_\_\_\_\_/ -

**M/S. AMAN DEVELOPERS,**  
Through its Proprietor

**MR. MANOJKUMAR SINGH,**  
Promoters

30,28,26,24,22,20,18,16,14,12,10,8,6,4,2  
1,3,5,7,9,11,13,15,17,19,21,23,25,27,29