

Agreement For Sale

**THIS AGREEMENT is made at Panvel
on this _____ day of _____, 2019**

BETWEEN

MR. GAJANAN RAMA NAIK (PAN NO. AIKPN3592J) having address **AT KOLHI (KOPAR) POST. PARGAON TA. PANVEL DIST. RAIGAD - 410206.** hereinafter referred to as **"THE PROMOTER/SELLER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **One Part**

AND

MR. _____ having address at _____ hereinafter referred to as **"THE ALLOTTEE/PURCHASER/PURCHASERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the **OTHER PART.**

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

WHEREAS:

- i. **The CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (CIDCO)** (hereinafter referred to as **"THE CORPORATION"**) is a Govt. Company wholly owned by the State Government of Maharashtra and incorporated under the Companies Act, 1956 (1 of 1956) and having its Registered Office at Nirmal, 2nd floor, Nariman Point, Mumbai- 400 021.
- ii. The Corporation is also the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the State Government of Maharashtra in exercise of its powers under Sub-

section (1) and (3A) of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the said Act).

- iii. And whereas the state Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act;
- iv. And whereas by virtue of being the Development Authority the Corporation has been empowered under Section 118 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 Government under the said Act;
- v. And whereas the Promoter had been allotted the Plot of Land by the said Corporation bearing **Plot No. – 292** under erstwhile 22.5% Gaothan Expansion Scheme of CIDCO LTD. in **Sector No. R3, Village Pushpak-Vadghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, - 410206** admeasuring 350.00 Sq. Mts. or thereabouts and more particularly described in the “First Schedule” hereunder written (hereinafter referred to as **“THE SAID PROPERTY”**) on the terms and conditions including the conditions of lease of the said Property as set out therein;
- vi. And whereas the Promoter paid to the Corporation a sum of Rs. 60/- (Rupees Sixty Only) as and by way of full and final payment of Lease Premium and the Corporation shall execute the Agreement to Lease Dated **04/01/2018** in favour of the Promoter granting the lease of the said Plot to the Promoter for a period of 60 (Sixty) years from the date of Agreement to Lease. The said Agreement to Lease is duly registered before the Sub Registrar of Assurances at Panvel-4 vide Doc. No.-**PVL4-137-2018**, Dated **04/01/2018**.
- vii. In pursuance of the Agreement to Lease, the Promoter is entitled to develop the said property and have also sole and exclusive right to sell the flats and premises in the buildings to be/being constructed on the said property in accordance with the sanctioned plans as may be approved by the Corporation and to enter into agreement/s with the Allottee/Purchaser and to receive the sale price in respect thereof;
- viii. The Corporation also granted **Commencement Certificate** in respect of the development of the said property vide Reference No. **CIDCO/BP-15996/TPO(NM& K)/2018/5245 Dated 02/08/2019**. A authenticated copy whereof is annexed hereto and marked as Annexure **“A”**;
- ix. While sanctioning the plans the Corporation has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter while developing the said property and upon due observance

and performance of which only the Occupation and Completion Certificate/s in respect of the Buildings shall be granted by the Corporation;

- x. As per the sanctioned plans, the Promoter were entitled to construct a building comprising of Ground Floor plus Four upper floors.
- xi. The Promoter became entitled to commence the construction work of building comprising of Ground Floor plus Four upper floors as per the said **Commencement Certificate Dated 02/08/2019** granted by the Corporation.

AND WHEREAS by virtue of the above cited Agreement of Lease, the Promoter has sole and exclusive right to sell the Flat/Shops in the said buildings to be constructed by the Promoter on the said property and to enter into agreement/s with the Allottee/Purchaser/s of the Flat/Shops to receive the sale consideration thereof. The Promoter are also entitled to develop the said property by constructing an exclusive building thereon to be known as “**SHREE GAJANAN APARTMENT**” in accordance with the sanctioned plans and the revised plans to be sanctioned from time to time by the Corporation and have also sole and exclusive right to sell the Flat/Shops and premises in the buildings to be/being constructed on the said property and to enter into agreement/s with the Allottee/Purchaser and to receive the sale price in respect thereof.

AND WHEREAS the Promoter are in possession of the said property.

AND WHEREAS the Allottee/Purchaser is offered a Flat/Shop bearing number _____ on the _____ floor, (herein after referred to as the said “Flat/Shop”) in the Building called _____ (herein after referred to as the said “Building”) being constructed in “**MR. GAJANAN RAMA NAIK**”, by the Promoter.

AND WHEREAS the Promoter has entered into standard agreement with **MR. AMIT ANIL MHATRE**, Architects & Interior Designers, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said buildings and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the said buildings;

AND WHEREAS on demand from the Allottee/Purchaser, the Promoter has given inspection to the Allottee/Purchaser of all the documents of title relating to the said property and the plans, designs and specifications

prepared by the Promoter's Architect, **MR. AMIT ANIL MHATRE**, 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 & regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Agreement to Lease have been annexed hereto and marked as Annexure "B" and "C" respectively. The Allottee/Purchaser hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Promoter "right of development."

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the Corporation have been annexed hereto and marked as Annexure "D",

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure "E",

AND WHEREAS the authenticated copies of plans and specifications of the Flat/Shops agreed to be purchased by the Allottee/Purchaser as sanctioned and approved by the local authority have been annexed and marked as Annexure "F";

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 Occupation 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 shall be granted by the concerned local authority.

AND WHEREAS the Allottee/Purchaser has applied to the Promoter for allotment of an Flat/Shop No. _____ on _____ floor, situated in building **Plot No 292, Sector No. R3, Village Pushpak-Vadghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, - 410206** being constructed on the said Property.

AND WHEREAS the carpet area of the said Flat/Shop is _____
square meters and enclosing balconies area _____
square meters **"Carpet Area"** means the net usable floor area of an
Flat/Shop, excluding the area covered by the external walls, areas under
services shafts, exclusive balcony appurtenant to the said Flat/Shop for
exclusive use of the Allottee/Purchaser or veranda area and exclusive
open terrace area appurtenant to the said Flat/Shop for exclusive use of
the Allottee/Purchaser, but includes the area covered by the internal
partition walls of the Flat/Shop.

AND WHEREAS, prior to the execution of these presents the
Allottee/Purchaser has paid to the Promoter a sum of **Rs.**
_____**(RUPEES** _____
ONLY) (being part payment of the sale consideration of the said Flat/Shop
agreed to be sold by the Promoter to the Allottee/Purchaser as advance
payment or Application Fee (the payment and receipt whereof the
Promoter doth hereby admit and acknowledge) and the Allottee/Purchaser
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 (RERA) at No.
(_____);

AND WHEREAS, under section 13 of the said Act the Promoter are
required to execute a written Agreement for sale of said Flat/Shop to the
Allottee/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 as well as relying upon the said application made
by the Allottee/Purchaser, the Promoter hereby agree to sell and the
Allottee/Purchaser hereby agrees to purchase the said Flat/Shop and/or
the garage/covered parking(if applicable) at or for the consideration and on
ownership basis in the manner appearing hereinafter.

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

1. The Promoter shall construct the said building consisting of Ground Floors
plus four upper floors, on the project land in accordance with the plans,
designs and specifications as approved by the Corporation from time to
time. Provided that the Promoter shall have to obtain prior consent in

writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/Purchaser Flat/Shop No. _____ of the type _____ of carpet area admeasuring _____ **square meters** and enclosing balconies area _____ **square meters** on _____ floor in the building "**SHREE GAJANAN APARTMENT**" (hereinafter referred to as "The Flat/Shop") as shown in the Floor plan thereof hereto annexed and marked Annexures "G" for the Consideration Amount of **Rs. _____ /-(RUPEES _____ ONLY)**, including 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/Shop including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The Promoter hereby agrees to allot to the Allottee/Purchaser Covered Parking No. _____ shown in the layout in _____ colour.

1(c) The Allottee/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 Promoter the balance amount of **Rs _____ /-(RUPEES _____ ONLY)** in the following manner :-

i. Amount of **Rs _____ /- (RUPEES _____ ONLY)** (not exceeding **30%** of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of **Rs. _____ /-(RUPEES _____ ONLY)** (not exceeding **45%** of the total consideration) to be paid to the Promoter on completion of the Plinth of the building.

iii. Amount of **Rs. _____ /-(RUPEES _____ ONLY)** (not exceeding **70%** of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Shop is located.

- iv. Amount of **Rs.** _____/- (**RUPEES** _____ **ONLY**) (not exceeding **75%** of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Shop.
- v. Amount of **Rs.** _____/- (**RUPEES** _____ **ONLY**) (not exceeding **80%** of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat/Shop.
- vi. Amount of **Rs.** _____/- (**RUPEES** _____ **ONLY**) (not exceeding **85%** of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop is located.
- vii. Amount of **Rs.** _____/- (**RUPEES** _____ **ONLY**) (not exceeding **95%** of the total consideration) to be paid to the Promoter 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/Shop is located.
- viii. Balance Amount of **Rs.** _____/- (**RUPEES ONE LAC** _____ **ONLY**) against and at the time of handing over of the possession of the Flat/Shop to the Allottee/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 Promoter by way of GST, Value Added Tax, 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/Purchaser 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/Purchaser, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser by discounting such early payments @ % per annum for the period by which the respective instalment has been prepayable. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/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 Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meters agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee/Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser 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/Shop to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop.
- 2.2 Time is essence for the Promoter as well as the Allottee/Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/Purchaser and the common

areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **350.00** square meters only and Promoter has 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shops 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/Purchaser, the Promoter agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser 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/Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser(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/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser 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/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/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 Allottee/Purchaser 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/Purchaser (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/Shop which may till then have been paid by the Allottee/Purchaser to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one lift to be provided by the Promoter in the said building and the Flat/Shop as are set out in Annexure "H", annexed hereto.
6. The Promoter shall give possession of the Flat/Shop to the Allottee/Purchaser on or before **30 Month**. If the Promoter fails or neglects to give possession of the Flat/Shop to the Allottee/Purchaser 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/Purchaser the amounts already received by him in respect of the Flat/Shop 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/Shop on the aforesaid date, if the completion of building in which the Flat/Shop 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/Purchasers per the agreement shall offer in writing the possession of the Flat/Shop, to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Shop to the Allottee/Purchaser. The Promoter agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/Purchaser shall take possession of the Flat/Shop within 15 days of the written notice from the promoters to the Allottee/Purchaser intimating that the said Flat/Shops are ready for use and occupancy:
- 7.3 **Failure of Allottee/Purchaser to take Possession of Flat/Shop:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee/Purchaser 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/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 8.1 such Allottee/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/Shop to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter any structural defect in the Flat/Shop or the building in which the Flat/Shop 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/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee/Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee/Purchaser along with other Allottee/Purchaser(s) of Flat/Shops in the building shall join informing 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/Purchaser, so as to enable the Promoter to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/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 Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Shop is situated.
 - 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter 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 Promoter to the Allottee/Purchaser that the Flat/Shop is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee/Purchaser 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/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, 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. **(The aforesaid amount or payment shall be paid on or before stipulated date for their respective area. The said date shall intimate to The Allottee/Purchaser latteron.)**

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter, the Allottee/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 Allottee/Purchaser shall pay to the Promoter, the Allottee/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 PROMOTER**
 The Promoter hereby represents and warrants to the Allottee/Purchaser as follows:
 - i. The Promoter has 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 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 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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas ;
- 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/Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allotte in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;
- 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 project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Flat/Shop at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop 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/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/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/Shop and maintain the Flat/Shop in the same condition, state and order in which it was delivered by the Promoter to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Shop is situated or the Flat/Shop 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/Purchaser committing any act in contravention of the above

provision, the Allottee/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/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop 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/Shop 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/Shop without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop 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/Shop in the compound or any portion of the project land and the building in which the Flat/Shop 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/Shop 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/Shop by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Allottee/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/Shop until all the dues payable by the

Allottee/Purchaser to the Promoter under this Agreement are fully paid up.

- x. The Allottee/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 Flat/Shops 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/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/Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Flat/Shop is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser 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.
 - xii. Till a conveyance of the project land on which the building in which Flat/Shop is situated is executed, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/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 outgoings, 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 Flat/Shops or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies,

staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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/Purchaser who has taken or agreed to take such Flat/Shop.

18. BINDING EFFECT Forwarding this Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/Purchaser until, firstly, the Allottee/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 Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser 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/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop/plot/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 ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/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 Allottee/Purchasers of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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 Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the Flat/Shops 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 Promoter at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **PANVEL**.

26. The Allottee/Purchaser 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/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Premotor **Mr. GAJANAN RAMA NAIK**

Promoter Address :

AT KOLHI (KOPAR) POST. PARGAON

TA. PANVEL DIST. RAIGAD – 410206

Notified Email ID: _____

Name of Allottee/Purchaser

having address at

_____,

Notified Email ID:

It shall be the duty of the Allottee/Purchaser 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/Purchaser, as thecae may be.

28. **JOINT ALLOTTEE/PURCHASERS**

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Promoter to the Allottee/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 Allottee/Purchasers.

29. **STAMP DUTY AND REGISTRATION :-**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee/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 Authority as per

the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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 **PANVEL** courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective handstand signed this Agreement for sale in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to
Description of the freehold/leasehold land and all other details
Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED
By the within named Promoter
MR. GAJANAN RAMA NAIK

The Party of **FIRST PART**

SIGNED AND DELIVERED BY THE
Within named **ALLOTTEE/PURCHASER/S**

The Party of **SECOND PART**

WITNESS

- 1.
- 2.