

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Navi Mumbai, this _____ day of _____ **2018** BETWEEN **M/S.SHREE GANESH ENTERPRISES**, (PAN No. _____), a partnership firm duly registered under Indian Partnership Act, 1932, having office at – hereinafter referred to as the "**THE PROMOTER**", (which expression shall unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, their survivors, heirs, executors, administrators, successors & assigns) of ONE PART.

.AND.

MR._____ (PAN No. _____), adult, Indian Inhabitant, residing at _____ hereinafter called "**THE ALLOTEE**" (which expression shall unless it be repugnant to the context or meaning hereof be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of the Second Part.

WHEREAS the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Government Company within the meaning of the Companies Act 1956, (hereinafter referred to as “the CIDCO”) having its registered office at “Nirmal”, Second floor, Nariman Point, Mumbai 400021, has been declared as a New Town Development Authority under the provisions of Sub Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as the said Act”) for the New Town of Navi Mumbai by the Government of Maharashtra.

THE STATE GOVERNMENT has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by and order duly made in that as per the provision of section 113 of the said act.

By virtue of being the Development Authority the Corporation has 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.

WHEREAS The **M/S.SHREE GANESH ENTERPRISES**, as the Licensee, had by their Application **dtd.05.01.2017**, requested the Corporation to grant a lease of a piece or parcel of land so acquired and vested in the Corporation of the State Government, and described hereinafter.

AND WHEREAS By an ‘**Agreement to Lease**’ made at CBD Belapur, duly registered with Sub- Registrar of **Panvel-2**, **dtd.06.09.2017**, under **Doc. Sr. No. PVL-2-10291-2017**, between CIDCO LTD., (therein referred to as “THE CORPORATION”)

of the ONE PART AND **M/S.SHREE GANESH ENTERPRISES** Through its Partners **1)MR.BHANJI DEVA BERA, 2)MR.KARMAN LADHA ARETHIA, 3)MR.NANJI DAMJI PATEL CHAUDHARI, 4)MR.SHAMJI BHAVAN ARETHIYA**, (therein and hereinafter referred to as the LICENSEE) of the OTHER PART. The Corporation had agreed to grant, lease a piece or parcel of land bearing **Plot No.103, admeasuring about 2999.95 Sq. Mtrs. area, situated at Sector 17, Node New Panvel(W), Navi Mumbai, Tal. Panvel & Dist. Raigad**, (hereinafter referred to as the said LAND OF PLOT) for the purpose of constructing a building or buildings for Commercial Cum Residential use and has permitted the Licensee to occupy the said land from the date hereof, on the terms and conditions contained therein.

AND WHEREAS The Promoter has paid the premium in full to the CIDCO and the CIDCO had granted permission to the Licensee to enter upon the said plot for the purpose of erecting Commercial Cum Residential Building/s thereon.

AND WHEREAS **Advocate Suraj P. Kadam** has verified the relevant documents of title of the said plot and issued a Certificate in respect thereof.

AND WHEREAS THE PROMOTER has proposed to construct building having **Ground + 13 upper Floors with wing "A & B"** having **total Residential Units 88, Commercial Units/Shops 13, & Office 06**, in the building to be constructed on the said plot.

AND WHEREAS THE PROMOTER accepts the professional supervision of the said Architect till the completion of the building/s.

AND WHEREAS Panvel Municipal Corporation had granted the Development Permission Letter and **Commencement Certificate** in respect to the said Plot, vide Letter Ref. Sr. No. **2018/PMC/BP/2667/2018**, on **dtd.07.03.2018**, (**A copy of a Commencement Certificate is annexed hereto**).

AND WHEREAS While granting the Development Permission and Commencement Certificate the **Panvel Municipal Corporation** has laid down certain terms, conditions and stipulations to be performed by the Promoter while developing the said plot and upon due observance and performance of which only completion and/or the Occupancy Certificate in respect of the building/s shall be granted by the Panvel Municipal Corporation.

AND WHEREAS The Promoter has accordingly commenced the Development of said plot and/or construction's of building/s thereon.

AND WHEREAS promoters have obtained loan from India Bulls Housing Finance Ltd. for this project, and said project is mortgage to India Bulls Housing Finance Ltd.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No _____; authenticated copy is attached hereto.

AND WHEREAS The Promoter has exclusive rights to allot, sale and transfer the Flat/Shops/Unit in the building to be constructed on the said plot and to enter into Agreement with the Allotees of the Flats/Shops and to receive the sale price in the respect thereof.

AND WHEREAS The Allotee approached to the Promoter with a request to allot a Flat/Shop in the building/s being constructed over the said plot.

AND WHEREAS THE PROMOTER at the demand of the Allotee has given, to the Allotee inspection of the said title deeds, The Plans/Designs and Specification obtained by Panvel Municipal Corporation, the Certificate of Title issued by **Advocate Suraj P. Kadam** and all other relevant document, letters, papers and writings etc. as required under provisions of the Maharashtra Ownership Flats (Regulations of the promotions of construction sale, Management and Transfer) Act 1963 & Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Acts") and the Rules and Regulations made there under.

AND WHEREAS The Allotee has examined the forgoing agreement the plans, The Certificate of Title and all other relevant documents, letters, papers and writings etc. and got satisfied himself/ herself/ themselves.

AND WHEREAS The Allotee has applied the Promoter to allot a **Flat/Shop bearing No. _____, on the _____ Floor, admeasuring about _____ Sq. Mtr. Carpet area/Built up area, in the building known as, '_____', to be constructed on Plot No.103, situated at Sector 17, Node New Panvel(W), Navi Mumbai, Tal. Panvel & Dist. Raigad,** (herein after referred as 'The said PREMISES') together with undivided interest in common areas and facilities appurtenant thereto is herein after referred to as said premises and is more particularly described and delineated in the plan annexed hereto.

AND WHEREAS the carpet area of the said **Flat/Shop** is _____ **square meters** and "**Carpet Area**" means the net

usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/Apartment.

AND WHEREAS The Allotees agreed to pay price/consideration in respect of the said Flat/Shop premise in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotions of construction, sale, Management and Transfer) Act 1963 & Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "The said Acts") and the rules framed there under including the model form of Agreement prescribed therein.

AND WHEREAS THE PROMOTER expects to complete the construction on the said Plot by the date 31/03/2023 or by such further date as may be necessary in the event of any unforeseen circumstances beyond the control of the Promoter.

AND WHEREAS THE PROMOTER have agreed to provide/procure the Fittings, Fixtures, facilities and Amenities to the Allottee as set out in the SCHEDULE hereunder written subject to the provision of this Agreement.

AND WHEREAS The Allottee has examined and approved of the Building/s Floor plan, the nature and quality of construction and fittings, fixtures, facilities and amenities provided or to be provided thereto as per the general specifications stated in the **SCHEDULE** hereunder written.

AND WHEREAS Under Section-4 of the Maharashtra Ownership Flat Act 1963, & under section 13 of Real Estate (Regulation and Development) Act 2016 the Promoter is required

to execute a written Agreement for sale of said Flat/ Apartment/Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Flat/Shop.

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

1. The Promoter shall construct a building on the said Plot In accordance with the Plans, Designs, and specifications as approved by the authority, with such variations and modifications as they may consider necessary or as may be required by CIDCO. Provided that the Promoter shall have to obtain prior consent, in writing, of the Allottee in respect of such variations or modifications which may adversely affect the Flat/Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.1 The Promoter shall sell and the Allottee shall purchase the said Flat/Shop together with proportionate share and interest in undivided common areas, which is inclusive of area of lofts, common premises, passages, Staircases, Lifts, etc. and amenities and facilities appurtenant thereto, for a sale price of **Rs._____/- (Rupees _____ Only)** payable in a manner as herein after appearing:-
 - (i) The Allottee shall pay a sum of **Rs._____/- (Rupees**

_____ **Only**), as Advance and Part Payment, on or before execution hereof. The payment and receipt whereof the Promoter doth hereby admit and acknowledge.

- (ii) The Purchase/s shall pay the balance amount as per schedule as under.

PAYMENT SCHEDULE

Sr. No.	Particular of Work	Percentage of Total Sale
1	As Earnest money at the time of booking	10%
2.	On registration of Agreement	20%
2	On Completion of Plinth (45%)	15%
3	On Completion of 1 st slab	2%
4	On Completion of 2 nd slab	2%
5	On Completion of 3 rd slab	2%
6	On Completion of 4 th slab	2%
7	On Completion of 5 th slab	2%
8	On Completion of 6 th slab	2%
9	On Completion of 7 th slab	2%
10	On Completion of 8 th slab	2%
11	On Completion of 9 th slab	2%
12	On Completion of 10 th slab	2%
13	On Completion of 11 th slab	2%
14	On Completion of 12 th slab	1%
15	On Completion of 13 th slab	1%
16	On Commencement of 14 th slab (70%)	1%
17	On commencement of Brick Work.	10%
18	On commencement of Plaster Work.	5%
19	On commencement of Flooring.	5%
20	On commencement of Plumbing & Electric Work	5%
21	on Possession of Flat	5%

The payment, in accordance with the progress of the work, as stated in the scheduled hereto above, shall be the essence of the contract.

- 1.2 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the Flat/Apartment/Shop.
- 1.3 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ NIL% per annum for the period by which the respective installment has been proponed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the

Promoter.

- 1.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed.
2. The Promoter hereby declares that the **Floor Space Index** available as on date in respect of the project land is 1.5. The Promoter has disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Apartment/Shop based on the proposed construction and sale of Flat/Apartment 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.
3. Without prejudice to the right of promoter to charge interest as specified in the Real Estate (Regulation and Development) Act 2016 and Rule there under, on the

Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his/their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement by forfeiting 20% of total value of Flat/Shop.

4. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be

provided by the Promoter in the said building and the Apartment as are set out in Schedule, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before dtd. **31/03/2023**. If the Promoter fails or neglects to give possession of the Flat/Apartment/Shop to the Allottee on account of force Majeure and reasons beyond the control of promoters then the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Apartment/Shop on the aforesaid date, if the same is delayed on account of:

- (i) War, Civil commotion or Act of God.
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Civil Common agitation by local person, strike (Full or partial).
- (iv) Non - availability of steel, cement, sand, Water, Bricks or such other building material.
- (v) Order/Judgment/Decree or any judicial/quasi Judicial body or authority restraining the development of said plot.
- (vi) Any Suit, action, litigation, dispute restraining the development of said plot.
- (vii) Any change in any law, Notification and regulation relating to the development of the said plot.
- (viii) Any delay that may be caused by NMMC/CIDCO Ltd., due to any matter relating to the New Airport or matter relating to Aviation Department and all other related matters.

- (ix) Promoters shall not be liable for any delay that shall be caused due to any delay on the part of government, semi government, Revenue Authority or any other concerned authority that shall be required by the promoters herein from time to time.

7.1 Procedure for taking possession - The Promoter, upon obtaining the Part/Full occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat/Apartment/Shop], to the Allottee in terms of this Agreement to be taken within Fifteen (15) days from the date of issue of such notice and the Promoter shall give possession of the [Flat/Apartment/Shop] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Part/Full occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Flat/Apartment/Shop]: Upon receiving a written intimation from the Promoter as per clause 7, the Allottee shall take possession of the [Apartment/Flat] from the

Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Flat] to the allottee. In case the Allottee fails to take possession within the time provided in the above clause 7.2 such Allottee shall continue to be liable to pay maintenance charges @ Rs.5/- per Sq.Ft., per Month to promoters.

- 7.4 If at the time of receiving the possession of Flat/ Apartment/Shop, Allottee brings to the notice of the Promoter any structural defect in the [Flat/Apartment/Shop] or the building in which the [Flat/Apartment/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 their own cost.
8. The Allottee shall use the [Flat/Apartment/Shop] 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 Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-

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

- 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 Apartment 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 that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment/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 shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 4/- per Sq.Ft.**, per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall pay the expense to the Promoter 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.

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

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-

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

Promoters have obtained loan From India Bulls Housing Finance Limited for this project, and said project is mortgage to India Bulls Housing Finance Limited, except the charge of India Bulls Housing Finance Limited said plot is not having any other charge or any encumbrances of whatsoever nature.

- 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 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

[Apartment/Flat] which will, in any manner, affect the rights of Allottee under this Agreement.

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Flat] to the Allottee in the manner contemplated in this Agreement.
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till society formation.
 - 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.
13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in

the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee

shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

15. 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/ Apartment/Shop] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat/Apartment/Shop].

16. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the

part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee by deducting 20% of booking amount.

17. 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 apartment/Flat/building, as the case may be.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Flat], in case of a transfer, as the said obligations go along with the [Flat/Apartment/Shop] for all intents and purposes.

20. 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.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

the total carpet area of all the [Apartments/Plots] in the Project.

22. 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.

23. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

24. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act

and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

Promoter name

M/S.SHREE GANESH ENTERPRISES

Office No.1301, Cyberone, Plot Nos.04 & 06,
Sector 30A, Vashi, Navi Mumbai, Tal. & Dist. Thane.

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

26. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.

27. STAMP DUTY AND REGISTRATION

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

28. 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.

29. 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.

30. The Additional FSI/TDR if any hereafter, sanction by the concerned authorities in respect of the said plot, such FSI shall belong exclusively to the Promoter who shall be entitled to construct vertical or horizontal extensions to the said building/s. And neither the Allottee nor the Society formed of/by the Allottees shall have any right title interest in respect thereof.

31. It is further clarified that the terrace upon the topmost floor

of the said building shall continue to remain the property of the promoter and the possession or management thereof shall not vest in the society or other organization of the Allotees of premises of the in respect of the said building. The promoter rights to the said terrace, shall include, the right to construct additional floor/floors on the said Building terrace as the base level at any time, in future by utilizing the FSI, TDR or any other rights in respect of the said plot as may be permitted by law. The Allotee does hereby give the irrevocable consent and no objection to the promoter for carrying out any such additional construction on the existing terrace or otherwise in or upon any part of the aforesaid building/plot. It is further agreed that neither the Allotee nor the society or other organization of the Allotee, Contractors or agents shall be entitled to enter upon or have access to the said terrace or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose of clearing or carrying out repair thereto. The Allotee hereby further give irrevocable consent to the demolition, removal or relocation of the water tank for the time being to carry out such additional construction. The Allotee is further aware that in view of the said terrace being retained by the promoter, the Allotee along with other purchasers or the society or any of its members shall not be entitled to fix any antenna or disk antenna or otherwise on the said terrace or part thereof.

32. Irrespective of the flat being given to the Allotee and/ or pending formation of the Society, the management being entrusted to any Adhoc Committee of the Allotee the right under this Agreement reserved unto or in favor of the promoter for exploiting the commercial potential of the property described in the schedule hereunder written in the

manner aforesaid or otherwise howsoever shall be subsisting and shall continue to vest in the promoter. The promoter shall be entitled to transfer and/or assign the benefit of such additional FSI, TDR or any other rights of the said property to any third party who shall be entitled to all the rights including to do construction mentioned above.

SCHEDULE-I
: SCHEDULE OF THE SAID PLOT/LAND :

ALL THAT piece and parcels of land bearing **Plot No.103**, **admeasuring about 2999.95 Sq. Mtrs. area, situated at Sector 17, Node New Panvel(W), Navi Mumbai, Tal. Panvel & Dist. Raigad**, within the limits of Panvel Municipal Corporation, & within the Sub Registration of Panvel & Dist. Raigad, and Plot bounded as follows :

THAT IT TO SAY :-

On or towards the North by	:	20.00 Mtrs. wide Road.
On or towards the South by	:	15.00 Mtrs. wide Road.
On or towards the East by	:	Plot No.102.
On or towards the West by	:	Plot No.104.

SCHEDULE-II
: SCHEDULE OF THE SAID PREMISES :

Flat/Shop bearing No. _____, on the _____ Floor, admeasuring about _____ Sq. Mtr. Carpet area/Built up area, in the building known as, ‘ _____’, to be constructed on Plot No.103, situated at Sector 17, Node New Panvel(W), Navi Mumbai, Tal. Panvel & Dist. Raigad.

SCHEDULE-III**AMENITIES****WALLS**

External wall to be 6" brick work and/or Siforex Blocks with 2 coats of sand face plaster internal partition walls to be 4" bricks work and/ or Siforex Blocks.

FLOORING

24"x24" vitrified flooring in all rooms.

12"x12" flooring in bathroom, W.C & terrace

KITCHEN

Granite platform with S.S. sink and dado tiles up to Beam Level.

WINDOWS

Granite frame sill in all windows.

Aluminum powder coating sliding window.

ELECTRIFICATION

Sufficient electric points of concealed copper wiring with modular switches., Ample light points in parking area., Telephone, geyser, A/c, cable pt. and exhaust points.

PAINTING

Exclusive type of paint for the external face of the building.

Good quality paint for internal walls.

BATHROOM & W.C.

Glazed tiles in bath & W.C. with modern concepts up to beam Level.

WATER SOURCE

Provision of separate overhead and underground drinking water tank with adequate capacity in each building

LIFT

Good quality lift.

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

SIGNED SEALED AND DELIVERED)

By the within named THE PROMOTER)

FOR M/S.SHREE GANESH ENTERPRISES)

Through its Authorised Representative)

1)MR.BHANJI DEVA BERA)

2)MR.KARMAN LADHA ARETHIA)

3)MR.NANJI DAMJI PATEL CHAUDHARI)

4)MR.SHAMJI BHAVAN ARETHIYA)

In the presence of.....)

1)

2)

SIGNED SEALED AND DELIVERED)

By the within named ALLOTEE)

MR._____)

In the presence of.....)

1)

2)

RECEIPT

RECEIVED a sum of **Rs.**_____/- (**Rupees**
_____ **Only**) from the abovenamed
Allotee being the PART PAYMENT and ADVANCE in respect
of as agreed under this presence.

MODE OF PAYMENT

Amount	Cheque No.	Date	Bank

I SAY RECEIVED

For M/S.SHREE GANESH ENTERPRISES
Through its Authorized Representative
MR._____

Witnesses

- 1)
- 2)