

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT is made and entered into at Navi Mumbai, on this _____ day of _____ 2018.

BETWEEN

M/S. SATPANTH BUILD, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Shop No.04, Meghna Shivam, Plot No.12, Sector-04, Karanjade, Navi Mumbai – 410 206, (**PAN NO. ADOFS8426M**), hereinafter referred to as “**THE PROMOTERS**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of respective partners) of the **ONE PART**,

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AND

1) _____, aged ____ years,
(PAN NO. _____), (AADHAAR NO. _____),
adults, Indian Inhabitants, residing at _____,
hereinafter called '**THE ALLOTTEES**' (Which expression shall
unless it be repugnant to the context or meaning thereof be
deemed to mean and include their heirs, successors
executors, administrators and assigns) of the **SECOND**
PART.

DESCRIPTION OF PROPERTY

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<u>FLAT NO.</u>	<u>WING</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
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BUILDING : "KALASH HILLS"

NODE : KARANJADE, NAVI MUMBAI,
: TALUKA-PANVEL, DIST. RAIGAD.

UNDER GAOTHAN EXPANSION SCHEME

CARPET AREA IN SQ.MTRS. :
C.B. AREA IN SQ.MTRS. :
ENCL. BALCONY AREA IN SQ.MTRS. :
TERRACE AREA IN SQ.MTRS. :
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BUILDING CONSISTS: GROUND + 7 FLOORS (WITH LIFT)

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SALE PRICE: Rs. _____/- (Rupees _____ Only)

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Hereinafter referred to as 'THE SAID FLAT'

In this Agreement, unless the context otherwise implies the
expression defined hereunder shall have the respective
meanings assigned to them in the lease agreement, lease
deed, Rules and Regulations of CIDCO, Navi Mumbai and
RERA

WHEREAS:

The City and Industrial Development Corporation of
Maharashtra Ltd., a Govt. company within the meaning of the
Companies Act, 1956, (hereinafter referred to as 'The

Corporation') having its registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021, is a New Town Development Authority, under the provisions of sub-sec, (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No. - xxxvii of 1966) hereinafter referred to as the said Act.

AND WHEREAS:

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

AND WHEREAS:

By an Agreement to Lease dated: **06th day of February, 2018** made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE LESSOR' and **(1) SHRI. BAMA BALU KOLI (2) SHRI. DHARMA BALU KOLI (3) SHRI. KRISHNA BALU KOLI (4) NARAYAN BALU KOLI (5) HARISHCHANDRA BALU KOLI**, (therein referred as the LESSEE & hereinafter referred to as the ORIGINAL ALLOTTEE), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No.43, Sector-03, admeasuring 849.81 Sq. Mtrs. Karanjade, Navi Mumbai, Taluka–Panvel, Dist. Raigad, (hereinafter referred to as 'THE SAID PLOT')

AND WHEREAS:

THE ORIGINAL Allottees paid the Premium in full agreed to be paid to the Corporation.

AND WHEREAS:

The said Agreement to Lease dated **06th day of February, 2018** has been registered at the Office of Sub Registrar Assurance Panvel-4, Vide Receipt No.2422, Document No.PVL4-1720-2018, Dated: 07/02/2018.

AND WHEREAS:

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

AND WHEREAS:

The said Original Allottee has sold and assigned all his rights, interest in and upon the said plot in favour of **M/S. SATPANTH BUILD, through its Partners 1) MR. HIMANSHU SHIVLAL. PATEL, 2) MRS. HEENA HIMANSHU PATEL** for proper consideration.

AND WHEREAS:

By Tripartite Agreement dated: **11th day of July, 2018**, between the CIDCO THE FIRST PART, **(1) SHRI. BAMA BALU KOLI (2) SHRI. DHARMA BALU KOLI (3) SHRI. KRISHNA BALU KOLI (4) NARAYAN BALU KOLI (5) HARISHCHANDRA BALU KOLI**, the Original Allottee of the SECOND PART & the **M/S. SATPANTH BUILD, through its Partners 1) MR. HIMANSHU S. PATEL, 2) MRS. HEENA HIMANSHU PATEL**, (therein referred to as "The New Licensee" and hereinafter referred to as the "**PROMOTERS**") of THE THIRD PART. The said original Allottee has assigned all his rights and interests in and upon the said Plot to the Party of the THIRD PART on the terms and conditions more particularly set out in the said Agreement to Lease and this Tripartite Agreement.

AND WHEREAS:

The said Tripartite Agreement dated **11th day of July, 2018** has been registered at the Office of Sub Registrar Assurance, Panvel-4 vide Receipt No.11275, Document No.PVL4-8625-2018, Dated. 11/07/2018.

AND WHEREAS:

The CIDCO has transferred the said Plot in favour of **M/S. SATPANTH BUILD, through its Partners 1) MR. HIMANSHU SHIVLAL PATEL, 5) MRS. HEENA HIMANSHU PATEL,** vide CIDCO Letter NO.CIDCO/VASAHAT/SATYO/KARANJADE-691/2018/27566, Dated: 26.07.2018

AND WHEREAS:

The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-cum-Commencement Certificate under Reference No. CIDCO/BP-16094/TPO (NM&K)/2018/3500, Dt.14.12.2018 granted its permission to develop the said plot and to construct a building for the Residential purposes on the said plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building. The Commencement Certificate is annexed herewith as "Annexure-A".

WHEREAS :

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

AND WHEREAS :

The Promoters have appointed "**ATUL PATEL ARCHITECT**" as a architect and **S. V. PATEL & ASSOCIATES** as a structural Engineer for the preparation of the structural design and drawings of the building and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building

AND WHEREAS :

The Allottees are offered a Flat bearing number _____, _____ **WING** on the _____ **Floor**, (more particularly mentioned hereinabove) constructed on the said plot, by the Promoters.

AND WHEREAS :

By virtue of the Lease Agreement/Tripartite Agreement/ Commencement Certificate/Occupancy Certificate the Promoters have sole and exclusive right to sell the said Flat in the said building to be constructed by the Promoters on the project land and to enter into Agreement with the Allottees of the Flat to receive the sale consideration in respect thereof.

AND WHEREAS :

The Allottees herein have demanded from the Promoters and the Promoters have given inspection to the Allottees, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made there under. After the Allottees enquiry, the Promoters herein have requested to the Allottees to carry out independent search by appointing their own attorney/advocate and ask any queries regarding the marketable title, right and authorities of the Promoters. The Allottees have satisfied themselves in respect of marketable title.

AND WHEREAS :

The Allottees have inspected all the title, Deed including Map/Plan prepared by Architect in the office of the Promoters and satisfied themselves.

AND WHEREAS :

The Authenticated copies of the Certificate of Search Cum

Title Clearance issued by the advocate of the Promoters have been annexed hereto and marked as "Annexure-B"

AND WHEREAS :

The Authenticated copies of the plans and specifications of the said Flat which is clearly demarcated and marked, agreed to be purchased by the Allottees, as sanctioned and approved by the local authority have been Annexed and marked as "Annexure-C"

AND WHEREAS :

The Allottees have applied to the Promoters for allotment of a **Flat No _____, '____' Wing on _____ floor** constructed on the said Plot.

AND WHEREAS :

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

AND WHEREAS :

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

AND WHEREAS :

Prior to the execution of these presents the ALLOTTEES have paid to the Promoters a sum of **Rs. _____/- (Rupees _____ Only)**, being the Part payment of the sale consideration of the Flat

agreed to be sold by the Promoters to the ALLOTTEES (the payment and receipt whereof the Promoters both hereby admit and acknowledge).

AND WHEREAS:

Under section 13 of the said Act the Promoters are required to execute a written Agreement of said Flat with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottees hereby agree to purchase the said Flat.

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

1. The Promoters have constructed the said building consisting of **Ground + 7 upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, provided that the Promoters shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Flat of the Allottees except any alteration or addition required by any Government authorities or due to change in law.
2. The Allottees hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottees

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<u>FLAT NO.</u>	<u>WING</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
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BUILDING : "KALASH HILLS"

NODE : KARANJADE, NAVI MUMBAI,
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UNDER GAOTHAN EXPANSION SCHEME

CARPET AREA IN SQ.MTRS. :
C.B. AREA IN SQ.MTRS. :

ENCL. BALCONY AREA IN SQ.MTRS. :
TERRACE AREA IN SQ.MTRS. :

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BUILDING CONSISTS: GROUND + 7 FLOORS (WITH LIFT)

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(hereinafter referred to as "the Flat") for the consideration of
Rs. _____ /- (Rupees _____ Only)
being the proportionate price of the common areas and
facilities appurtenant to the premises, the nature, extent and
description of the common areas and facilities which are more
particularly described in the Second Schedule annexed
herewith.

3. The ALLOTTEES have paid on or before execution of
this agreement a sum of **Rs. _____ /- (Rupees _____ Only)**
as advance payment or application fee and hereby
agree to pay to the Promoters the balance amount of
Rs. _____ /- (Rupees _____ Only)
within as per schedule.

Schedule	Percent	Amount
Earnest Money	10%	RS. /-
After execution of agreement	20%	RS. /-
On Completion of Plinth	15%	RS. /-
On Completion of 1 st Slab	5%	RS. /-
On Completion of 2 nd Slab	5%	RS. /-
On Completion of 3 rd & 4 th Slab	5%	RS. /-
On Completion of 5 th & 6 th Slab	5%	RS. /-
On Completion of 7 th & 8 th Slab	5%	RS. /-
On Completion of Brick Work, internal Plaster, flooring work and doors	5%	RS. /-
On Completion of sanitary fittings, staircase, liftwell and lobbies	5%	RS. /-
On Completion of external plumbing, external plaster, elevation, terrace with water proofing	5%	RS. /-
On completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, and all other requirements as stipulated in the Agreement	10%	RS. /-
On Possession	5%	RS. /-
TOTAL	100%	RS. /-

4.

The Allottees agree to pay to the Promoters, interest as

specified in the Rule of REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT, on all the delayed payment which become due and payable by the Allottees to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottees to the Promoters

The above consideration does not include various other charges, expenses more particularly mentioned in this agreement and the same shall be paid by the Allottees over and above the consideration mentioned herein on their respective due dates.

5. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Flat.
6. The Promoters shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoters shall demand additional amount from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the

same rate per square meter as agreed in Clause 2 of this Agreement.

7. The Allottees authorize the Promoters to adjust/ appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the Promoters may in its sole discretion deem fit and the Allottees undertakes not to object/demand/ direct the Promoters to adjust their payments in any manner.
7. Both the Promoters and the Allottees have mutually agreed that the Allottees shall be liable and responsible to pay all the installments payable for the purchase of the said premises payable under this agreement on their respective due dates without committing any delay. In case if the Allottees have obtained from any Bank/NBFC/Money lenders finance/loan on the said premises then it shall be the sole and absolute responsibility of Allottees herein to ensure that the disbursement of all the installments is done within the time frame mentioned in this agreement.
8. Without prejudice to the right of Promoters to charge interest in terms of clause 3 above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoters under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement:
Provided that, Promoters shall give notice of fifteen days in writing to the Allottees, by Registered Post AD at the address provided by the Allottees and mail at the

e-mail address provided by the Allottees, of their 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 Allottees fail to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement, provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottees (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottees to the Promoters.

In case of such termination, the Stamp duty, registration charges and all taxes paid by the Allottees shall not be refunded by the Promoters.

In the event of such termination the promoters shall be entitled to resell the said premise to such third person/party as the Promoters may deem fit, necessary and proper and recovery and appropriate to themselves the entire sales consideration and other amount that shall be received from such resale.

9. Both the Promoters and Allottees hereby agree to in such case of termination no interest shall be paid on refund of the consideration by the Promoters to the Allottees.
10. The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 1873.751 Sq. Mts. only. The Promoters have disclosed the Floor Space Index of 1.5 as proposed to be utilized by them on the project land in the said

Project and Allottees have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only. This Agreement shall always be subject to the terms and conditions of the Tripartite Agreement and of the Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.

11. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building.
12. The Promoters shall give possession of the said Flat to the ALLOTTEES on receiving full and final consideration.
13. **PROCEDURE FOR TAKING POSSESSION :**
The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottees as per the agreement shall offer in writing the possession of the Flat. The Promoters agree and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottees agree to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottees in writing within 7 days of receiving the occupancy certificate of the Project.

14. The Allottees shall take possession of the Flat within 15 days of the written notice from the Promoters to the Allottees intimating that the said Flat is ready for use and occupancy:

15. **FAILURE OF ALLOTTEES TO TAKE POSSESSION OF SAID FLAT :**

Upon receiving a written intimation from the Promoters as per clause 13 the Allottees shall take possession of the Flat from the Promoters as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Allottees. In case the Allottees fail to take possession within the time provided in clause 13 such Allottees shall continue to be liable to pay maintenance charges as applicable.

16. The Allottees shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.
17. The Allottees along with other Allottees of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottees, so as to enable the Promoters to register the common organization of Allottees. No objection shall be taken by the Allottees 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.

18. The Promoters shall, as per rule cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
19. The Promoters shall, as per rule cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or building are constructed.
20. Within 15 days after notice in writing is given by the Promoters to the Allottees that the Flat is ready for use and occupancy, the Allottees shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottees shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottees further agrees that till the Allottees' share is so determined the Allottees shall pay to the Promoters provisional monthly contribution

towards the outgoings. The amounts so paid by the Allottees to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

21. The Allottees shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-
 - (i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Formation and registration of the Society or Limited Company/Federation/ Apex body
 - (iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/Apex body.
 - (iv) Provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Water, Electric, and other utility and services connection charges.
 - (vi) Electrical receiving and Sub Station provided in Layout.
22. The Allottees shall pay to the Promoters amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
23. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottees shall pay to the Promoters, 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 Allottees shall pay to the Promoters, 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.

24. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represent and warrant to the Allottees as follows:

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project

land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottees in the manner contemplated in this Agreement;
 - vii. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
25. The Allottees or themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenant with the Promoters as follows :
- i. To maintain the Flat at the Allottees' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition

in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
- iii. To carry out at their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottees and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in

which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.

- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vi. Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottees for any purposes other than for purpose for which it is sold
- viii. The Allottees shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottees to the Promoters under this Agreement are fully paid up.
- ix. The Allottees 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 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 Allottees shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- x. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottees shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
 - xi. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottees shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
26. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottees as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. 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 or of the said building or any part thereof. The Allottees shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

28. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :**

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

29. Over and above the consideration and other amounts payable by the Allottees, the Allottees hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the Municipal corporation/CIDCO and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the

Allottees to the Promoters in proportion of the area of the said Flat to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

30. The Allottees are further made aware that potable water supply is provided by the CIDCO and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters have not represented to the Allottees or undertaken to the Allottees that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
31. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property tax, Service Charges as per actuals for Flat lying vacant and unsold Flat in the said Building. However the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges.
32. Further the Promoters and the Allottees agree that the Promoters can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.
33. The Allottees are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by them

herein, the Promoters have agreed to and are executing this Agreement and Allottees hereby agree to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottees being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Allottees and/or arising there from.

34. If the Allottees, before formation of the society desire to sell or transfer their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottees obtain/s the prior written permission of the Promoters on their behalf. In the event of the Promoters granting such consent, the Allottees shall be liable to and shall pay appropriate charges to the Promoters such charges as the Promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs/charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/ assignee/s of the Allottees shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottees to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

35. All obligations of the Allottees and covenant made by the Allottees herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.
36. Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Allottees under the terms of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Allottees hereunder.
37. Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Allottees shall not be constructed as a waiver on the part of the Promoters or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottees nor shall the same in any manner prejudice any rights of the Promoters hereunder or in law.
38. **BINDING EFFECT :**

Forwarding this Agreement to the Allottees by the Promoters does not create a binding obligation on the part of the Promoters or the Allottees until, firstly, the Allottees sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottees fail to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Allottees and/or appear before the

Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

39. **ENTIRE AGREEMENT :**

This Agreement and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

40. **RIGHT TO AMEND :**

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

41. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES /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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

42. **SEVERABILITY**

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

43. The Allottees and Promoters or their authorized signatory or power of attorney 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 Allottees and Promoters or their authorized signatory or power of attorney will attend such office and admit execution thereof.

44. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the Allottees have to make any payment in common with other Allottees in Project, the same shall be in Proportion to the carpet area of the said premises to the total carpet area of all the Premises/Plots in the Project.

45. **FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be

reasonably required in order to effectuates the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction

46. That all notices to be served on the Allottees and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoters by Registered Post A.D

Name of ALLOTTEES

(ALLOTTEES' Add:):

Promoters name : **M/S. SATPANTH BUILD**
(Promoters Add:): Shop No.04, Meghna shivam,
Plot No.12 Sector-04, Karanjade,
Navi Mumbai – 410 206.

47. **JOINT ALLOTTEES :**

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

48. **STAMP DUTY AND REGISTRATION :**

Any charges towards stamp duty and Registration of this Agreement shall be borne by the Allottees.

49. **DISPUTE RESOLUTION :-**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to Arbitrator as per provision of Arbitration and Conciliation Act, 1996.

First Schedule herein below Referred to Description of the freehold/ leasehold land and all other details

SCHEDULE – I

All that piece or parcel of land known as Plot No.43, Sector-03, in Village/Site Karanjade of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Tal. Panvel, District: Raigad, containing measurement 849.81 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

- On or towards the North By: Plot No.43B & 44
- On or towards the South By: DFCC Railway Boundary
- On or towards the East By : Plot No.45 & 46
- On or towards the West By: 9 mtr. Wide Road

Second Schedule herein below Referred to Here set out the nature, extent and description of common areas and facilities.

SCHEDULE – II

=====				
<u>FLAT NO.</u>	<u>WING</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
=====				
BUILDING		: "SATPANTH BUILD"		
NODE		: KARANJADE, NAVI MUMBAI, : TALUKA-PANVEL, DIST. RAIGAD.		
UNDER GAOTHAN EXPANSION SCHEME				
CARPET AREA IN SQ.MTRS.		:		
C.B. AREA IN SQ.MTRS.		:		
ENCL. BALCONY AREA IN SQ.MTRS.		:		
TERRACE AREA IN SQ.MTRS.		:		
=====				
BUILDING CONSISTS: GROUND + 7 FLOORS (WITH LIFT)				
=====				

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

SIGNED AND DELIVERED by the)
withinnamed **PROMOTERS**)

M/S. SATPANTH BUILD,
(Authorized Signatory)
MR. HIMANSHU SHIVLAL PATEL

In the presence of

1)

2))

SIGNED AND DELIVERED by the)
withinnamed '**ALLOTTEES**')

in the presence of :)

1))

2))

RECEIPT

Received of and From the withinnamed ALLOTTEES
_____, a sum of **Rs.**_____/ - (**Rupees**

_____ **Only)** towards the
Part Payment of the above said Flat paid by them to us

PARTICULARS OF PAYMENT

=====				
SR. NO	CHEQUE NO	DATE	AMOUNT	BANK
=====				

=====

WE SAY RECEIVED
Rs. _____

M/S. SATPANTH BUILD,
(Authorized Signatory)
MR. HIMANSHU SHIVLAL PATEL

(PROMOTERS)

Witnesses:

1)

2)

ALLOTMENT LETTER

Date

TO,
MR. _____

ADD: _____

Dear Sir,

Ref : Booking of Flat No _____,Wing - “ ” on____ Floor,
Carpet area _____Sq.mt., Terrace____Sq.mt., C.B. area
_____ Sq.mt. in Residential Building **“KALASH HILLS”**
Plot No.43, Sector-3, Karanjade, Navi Mumbai

This is to confirm and record that we have agreed to sell and
you have agreed to purchase a Flat No._____ Wing-“ ”on
_____ floor, Carpet area _____Sq.mt., Terrace _____ Sq.mt,
C.B. area _____ Sq.mt. in the building known **“KALASH
HILLS”** situated at Plot No.43, Sector-3, Karanjade, Navi
Mumbai,

You're faithfully

M/S. SATPANTH BUILD

PARTNER