

AGREEMENT TO SALE

This Agreement, made at _____ on this ____ day of _____, 2017.

BETWEEN

KONNARK DEVELOPERS, a **Proprietary Firm**, having its registered office at Shop No 32 to 38, Dnyaneshwari Building, Plot No. B/2B New Satara Samuh CHS, Sector 12, Near Petrol Pump, Kharghar, Navi Mumbai, 410210. **THROUGH** its Proprietor **Mr. Ninath Bhausaheb Shingade**, Age: 27 years, Occupation: Business and Agriculturist, hereinafter referred to as the **VENDOR** (which expression shall, unless it is repugnant to the context or meaning thereof, mean and include their heirs, executors, assigns, administration etc) **THE PARTY OF THE FIRST PART** [PAN: BQIPS6202H]

AND

1. _____

2. _____

hereinafter collectively referred to as “**THE PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals his/her/their heirs and legal representatives, in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) **OF THE OTHER PART** [PAN : _____]

WHEREAS –

1. The Vendor is absolutely seized, possessed and otherwise well and sufficiently entitled to the freehold lands, hereditaments and premises situated, lying and being at Village Chindran, Tal. Panvel, Dist. Raigad within the limits of Panvel Thasil and within Registration and Sub Registration District of Raigad which is more particularly described as under

ALL THAT pieces and parcel of the vacant land bearing

Revenue Gat No.26/5 admeasuring 1 (one) Hectare 44 Are, Non agricultural Area admeasuring 14,400 sq.mtr. bounded as follows

On or towards East: Gat No. 24

On or towards West: Gat No.5/9,5/11

On or towards North: Gat No.26/2

On or towards South: Gat No. 20,22.

hereinafter referred to as “**the said land**”, and more particularly described in the **FIRST SCHEDULE** hereunder written. The said plot stands in the name of the Vendor in the revenue records.

2. The title of the Vendor to the said land has been certified to be clear, marketable and free from encumbrances by Adv. Nitin Shinde, copy of the said **Title Certificate** 14/11/2014 is hereto annexed at **ANNEXURE -I**.
3. The said lands have been converted to non-agricultural use vide a common order of the Collector, Raigad, bearing No. MASHA/L.N.A. 1(B)/S.R. 445/2012 dated 24/12/2013. A copy of the NA permission is annexed hereto as **Annexure-II**.
4. The Government has notified the City & Industrial Development Corporation of Maharashtra Limited (CIDCO) as the Special Planning Authority for the Navi Mumbai Airport Influence Notified Area (NAINA). The above described land parcels are situated within the jurisdiction of NAINA (CIDCO). Therefore, approval of the CIDCO is necessary for taking up the development on the said land.
5. The Vendor is fully entitled to develop the said land and construct building/s thereon in accordance with the plans sanctioned by the CIDCO. The Vendor has got the plans, the specifications, elevations, sections and details of the said building/s to be constructed on the said plot approved from the concerned local authority. The Vendor has also obtained development permission from CIDCO vide order No. CIDCO/NAINA/PANVEL/CHINDRAN/BP-106/CC/2015/594 & 595 dated 10th Jun 2015. Copy of the development permission is annexed hereto as **ANNEXURE- III**.

6. The Vendor is developing the said plot described in the First Schedule hereunder written in accordance with the plans sanctioned by the Planning Authority, and is constructing thereon building/s (“**the said building/s**”) to be known as “KONNARK GARDENS”, consisting inter alia of 7 buildings, each having Stilt plus 3 floors and comprising of _____ commercial units and 225 residential units.(to be mentioned as per sanctioned plan)
7. The Vendor has entered into a standard agreement with an Architect, M/s. Anarch Architects, registered with the Council of Architects as prescribed by the Council of Architects.
8. The Vendor has appointed M/s. Vinit Consultants, as Structural Engineers for the preparation of the structural design and drawings of the building/s and the Development shall be under the professional supervision of the Architects and the structural Engineers till completion of the building/s;
9. The Vendor, as the owners, alone has the sole and exclusive right to sell the units in the said building/s to be constructed on the said plot and to enter into agreement/s with the Purchaser/s of the said apartment in the said building/s and to receive the purchase price in respect thereof.
10. The Purchaser/s has/have demanded from the Vendor and the Vendor has given inspection to the Purchaser of all the documents of title relating to the said plot, the relevant orders, the approved plans, designs and specifications prepared by the Vendor’s Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“**MOFA**”) and the Real Estate (Regulation & Development) Act, 2016 (“**RERA**”), and the rules made thereunder.
11. The Vendor has also annexed hereto copies of the following documents

1.	Title Certificate dated 14.11.2014	Annexure-I
2.	NA permission, dated 24.12.2013	Annexure-II
3.	Development Permission, dated 10 th Jun 2015	Annexure-III
4.	Authenticated copy of Registration Certificate under RERA	Annexure-IV
5.	Building Plan	Annexure-V

12. While sanctioning the said plans, in respect of construction on the said plot, the concerned local authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor while developing the said plot and constructing the said building/s thereon and only upon due observance, compliance and performance of which the completion certificate and occupation certificate in respect of the said building/s shall be granted by the concerned authority
13. The Vendor has registered the Project under the provisions of the Real estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai, vide Registration No. P52000009416 dated 22/08/2017. An authenticated copy of the registration is annexed hereto as **Annexure IV**.
14. The Purchaser/s has applied to the Vendor for allotment of an Apartment i.e Flat No. ____ on ____ floor in Wing ____ situated in Building No. ____, being constructed in the said project. (hereinafter referred to as “**the said Apartment**”)
15. The Vendor has agreed to sell and the purchaser/s has/have agreed to purchase one flat/unit bearing Flat No. _____, having a carpet area of _____ sq.mt. on the _____ Floor in the building No. _____wing _____being constructed and having the specifications mentioned in the Third Schedule Schedule hereunder written for consideration of total price Rs._____/ (Rupees. _____ Only) subject to terms and conditions written herein.
16. The Vendor is entering into similar separate agreements with several other persons and parties for the sale of flats, shops, etc. in the said building/s.

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

1.0 CONSTRUCTION AND DEVELOPMENT OF THE SAID PLOT :

The Vendor shall construct the said building/s called “KONNARK GARDENS” on the said plot more particularly described in the **FIRST SCHEDULE** hereunder written in accordance with the plans, designs and specifications approved by the concerned local authorities and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Vendor may consider necessary or as may be required by the concerned local authorities. However, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said apartment agreed to be sold to the Purchaser hereunder. The Vendor subject to the aforesaid right of the Purchaser, have the right to amend and/or modify the said plans for smooth and better development of the said plot without any reference to the Purchaser

2.0 AGREEMENT AND THE CONSIDERATION :

2.1 The Purchaser agree to purchase from the Vendor and the Vendor agree to sell to the Purchaser the said apartment i.e. Flat No. ____ on ____ floor in Wing ____ situated in Building No ____ admeasuring _____ sq. metres of carpet area equivalent to _____ sq.ft. of carpet area on the _____ floor, as shown in the Floor Plan thereof hereto annexed and marked as **Annexure “V”** of the building known as “KONNARK GARDENS”, for the total consideration of Rs. _____/-(Rupees _____ only) including the proportionate price of the common areas and facilities appurtenant to the said apartment. The said apartment agreed to be sold hereunder is more particularly described in the **SECOND SCHEDULE hereunder** written.

2.2 The Purchaser has paid to the Vendor a sum of Rs. _____
(Rupees_____

_____only) being part payment/booking amount towards the purchase price (the payment and receipt whereof the Vendor do hereby admit and acknowledge) and they shall pay the Vendor the balance amount of the purchase price of Rs._____(Rupees_____)

in the following manner:

STAGE NO.	SCHEDULE	STAGE	SCHEDULED PAYMENT (% OF UNIT COST)
1	Booking/Earnest amount	BOOKING	10%
2	I st Installment	AGREEMENT FOR SALE	20%
3	II nd Installment	COMMENCEMENT	10%
4	III rd Installment	PLINTH	05%
5	IV th Installment	1 ST SLAB	7.5%
6	V th Installment	2 ND SLAB	7.5%
7	VI th Installment	3 RD SLAB	05%
8	VII th Installment	4 TH SLAB	05%
9	VIII th Installment	BRICK WORK	2.5%
10	IX th Installment	INTERNAL PLASTERING	2.5%
11	X th Installment	EXTERNAL PLASTERING	05%
12	XI th Installment	EXTERNAL PLUMBING WORK	05%
13	XII th Installment	LIFT,ENTRANCE LOBBY	05%
14	XIII th Installment	C.P,ELECTRICAL FITTING	05%
15	XIV th Installment	Handing over of the possession	05%
Total Cost of the said Unit / Consideration:			100%

- 2.3 The Purchaser agrees to pay to the Vendor, interest at the highest lending rate of State Bank of India plus 2% per annum, on all the delayed payments which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Vendor.
- 2.4 The Provisions of Tax Deducted at Source (“**TDS**”) in accordance of the Income Tax Act, 1961 shall be observed by the Purchaser and Vendor. The Purchaser, or the Vendor on behalf of the Purchaser, shall forthwith (however, not later than the prescribed time limit in accordance with law) deposit the said amount deducted as TDS with the Government Treasury in the account of the Vendor and shall furnish the requisite TDS Certificate to the Vendor. Non-payment of TDS amount by the Purchaser in the name of the Vendor shall be considered as a default.
- 2.5 The GST , Stampduty and registration as per rates prevailing as on date of execution of this agreement, shall be borne by the Builder/Developers In case changes in rates of stampduty,Registration,GST which results in increase of Tax rates,then the additional amount of tax shall be borne by the purchaser.Further any additional amount of Tax shall be borne by the purchaser.Further any additional taxes levied by the government local Authority on account of changes of policy shall be borne by the purchaser.
- 2.6 The total price is free of escalation, save and except escalations 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 Vendor agrees and undertakes that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities of the Central/State or any public bodies, the Vendor shall enclose the said notifications/or/regulation published/issued in that behalf to that effect along with the demand letter which will be issued to the Purchaser.
- 2.7 The Vendor in respect of payments as per payment schedule shall issue demand notice in writing, e-mail & SMS to the Purchaser on the scheduled payment date as per the payment schedule as decided hereinabove.
- a) The purchaser/s agrees that he/ she or they shall be liable to make the scheduled payment within a period of 15 days from the receipt of the demand notice, e-mail &/or SMS, whichever is earlier.

- b) In event of failure of the purchaser /s to comply with payments in respect of the demand notice, the purchaser shall be intimated in writing through e-mail &/or SMS for 2nd demand notice to make necessary payments within a further period of 15 days from the receipt of the 2nd demand notice and shall also be liable to pay interest at the highest lending rate of State Bank of India plus 2% per annum, on the defaulted payment.
- c) In the event of failure of the purchaser/s to make payments after the receipt of demand notice or the 2nd demand notice along-with interest on the defaulted payment, then the Vendor shall issue in writing a show cause notice for termination/ cancellation of contract/ Agreement to sale by and between the Vendor and the Purchaser, thereby calling upon the Purchaser/s to remedy the breach by making necessary payments along with interest, within 15 days from the receipt of the show cause notice.
- d) In the event of default to make the payments in-spite of receipt of the show cause notice, the Vendor shall be entitled to terminate/ cancel the booking/agreement with the Purchaser and forfeit the Earnest Money.
- e) The Purchaser/s agrees to the service of the demand notice, 2nd demand notice and / or show cause notice for termination / cancellation notice through official e-mail i.e. sales@konnark.com and SMS and further agrees that such communication shall be treated as valid service and no dispute in this regard shall be entertained.
- f) The purchaser/s undertakes to abide by all the terms and conditions of the Agreement to sale and letter of allotment issued by the Vendor.

2.8 The Purchaser shall on or before delivery of possession of the said apartment also keep deposited with the Vendor the following amounts:

(i)	Rs.15,000/-	Legal charges
(ii)	Rs.15,000/-	For share money, application entrance fee of the Society / Limited Company / Federation / Apex Body.
(iii)	Rs.25,000/-	For formation and registration of the Society / Limited Company / Federation / Apex Body.

(iv)	As per TAX prevailing at that time.	For proportionate share of taxes and other charges/levies in respect of the Society / Limited Company / Federation / Apex Body.
(v)	As per prevailing Rate.	For deposit towards provisional monthly contribution towards outgoings of Society / Limited Company / Federation / Apex Body
(vi)	As per prevailing Rate.	For Deposit towards Water., Electric and other utility and services connection charges, and
(vii)	As per prevailing Rate.	For deposits of electrical receivings and Sub-station provided in Layout.
	Rs 55,000/-	Total

3.0 OBLIGATIONS AND UNDERTAKINGS OF THE VENDOR :

- 3.1 The Vendor hereby agree to observe, perform and comply with all the terms, conditions and stipulations, if any, which may have been imposed by the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said apartment to the Purchaser, obtain from the concerned local authority the Occupation Certificate and/or completion certificates in respect of the same.
- 3.2 The fixtures, fittings and amenities to be provided by the Vendor in the said building/s and the said apartment is more particularly set out in the **THIRD SCHEDULE hereunder** written.
- 3.3 The Vendor hereby declares that the Floor Space Index available as on date in respect of the Project Land is 8768.682 sq.mt. only and the Vendor has planned to utilise Floor Space Index of 2429.338 sq.mt. by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations which are applicable to the said project of based on expected TDR to be made available to be loaded on the said plot at that time. The Vendor has disclosed the Floor Space Index of 11198.020 sq.mt as proposed to be utilised by him in the project land in the said

project and the purchaser has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Vendor only.

- 3.4 The Vendor shall maintain a separate bank account for this project in the **STATE BANK OF INDIA**, bearing Account No. **67252991948**. and all the sums received by the Vendor from the Purchaser as advance, deposit or consideration of the said apartment will be deposited in the said account. The Vendor shall abide and observe the rules of RERA-2016 relating to withdrawal of amount from the separate account maintained in **STATE BANK OF INDIA** at **KHARGHAR**, Navi Mumbai.
- 3.5 The Vendor further agrees that after construction of the building and obtaining the Occupancy Certificate, the Co-operative Housing Society of the purchasers will be formed at the cost and expenses of the Purchasers by virtue of this Agreement, the Purchaser shall become a member of the said Co-operative Housing Society.
- 3.6 If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the highest lending rate of State Bank of India plus 2% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.
- 3.7 After completion of the construction of the said building/s on the said plot and after the Vendor have received the purchase price of all the apartments and all other amounts payable by the Purchaser thereof under their respective agreements, the Vendor shall, unless it is otherwise agreed to by and between the parties hereto, within four (4) months of the registration of the Association of Apartment Owners/Society/Limited Company as aforesaid, cause all the right, title and interest of the Vendor in the said plot together with the building/s thereon to be transferred to the Association of Apartment Owners/Society/Limited Company by obtaining or executing the necessary Deed of Conveyance or Deed of Assignment of Lease of the said plot (or to the extent as may be permitted by the authorities) in favour of the Association of Apartment Owners/Society/Limited Company as the case may be and such Deed of Conveyance or Deed of Assignment of Lease shall be in accordance

with the terms, conditions and provisions of the present agreement.

- 3.8 If within a period of three (3) years from the date of handing over possession of the said apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the said apartment or the building/s in which the said apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects or unauthorized changes shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Vendor reasonable compensation for such defect or change, in the manner as provided in the RERA-2016
- 3.9 After the Vendor executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.
- 3.10 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 Vendor 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;
- 3.11 The Vendor 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 Purchaser created herein, may prejudicially be affected;
- 3.12 The Vendor 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, which will, in any manner, affect the rights of Purchaser under this Agreement;

4.0 DECLARATION OF THE VENDOR AND CONSENT OF THE PURCHASER :

4.1 The Vendor hereby declare, categorically inform and disclose to the Purchaser as under with regard to the present project: —

- (i) That the total Floor Space Index (FSI) available on the said plot is 11198.020 sq.mts
- (ii) That the total Transferable Development Rights (TDR) if available and permissible by the governing authority will be loaded on the said plot.
- (iii) That the Vendor shall utilize and consume the aforesaid FSI/ TDR as also all other direct and/or indirect benefits available on the said plot as also directly and/or indirectly attached to the said plot in accordance with the layout plan, building rules and Development Control Regulations
- (iv) The details of the proposed building/s on the said plot would consist of 7 no. of building having stilt plus 3 upper floors as per the building plans prepared by the Vendor
- (v) Presently, the building plans are sanctioned for 8768.682 sq.mts of FSI/TDR consisting of Stilt plus 3 floors. The sanction of further plans shall be obtained in due course. The aforesaid plans are shown to the Purchaser.

4.2 The Purchaser hereby declare, categorically state and confirm as under :-

- (a) The Purchaser is specifically informed by the Vendor about the total consumption (i.e. the quantum) of FSI, TDR and other benefits available on the said plot as declared by the Vendor
- (b) The Purchaser has a clear idea as to the potential of the construction on the said plot as of today and in the future. There has been a full and complete disclosure of the entire project by the Vendor to the Purchaser
- (c) The Purchaser hereby give their specific, implied and informed consent to the Vendor, that the Vendor would be fully entitled to use, consume and utilize the FSI, TDR and other benefits on the said plot as declared in the sub-para (a) above without any objection or claim or recourse or further reference to the Purchaser.
- (d) The Purchaser is aware that the Vendor has not used the total available FSI on the said plot for construction of the building and in future the Vendor shall be entitled to utilize the balance FSI for construction of residential/commercial units by making additional floors on the existing

building, utilizing the lower floors and/or constructing separate units/building.

(e) The Purchaser agree and authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

5.0 OBLIGATIONS OF THE PURCHASER :

5.1 The Purchaser, themselves with the intention to bind themselves and all persons into whomsoever hands over the said apartment shall come and his/her/ their successors-in-title do and each of them doth hereby covenant with Vendor as follows: —

(a) The Purchaser shall use the said apartment or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose for which it has been allotted. The Purchaser hereby undertake not to carry on any illegal activity/business/profession in the said apartment agreed to be purchased and further agree and undertake that they themselves or through their nominees/tenants/ occupiers shall not carry on any such activity/business/profession which may illegal/ anti-social/anti-national, etc. or which may tarnish the reputation of the Vendor and cause a nuisance to neighboring apartment holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es/activities/profession in the said apartment whether directly or indirectly through his/her/their agent or tenant, the Vendor shall be entitled to cancel this Agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the said apartment .

(b) The Purchaser further agree and accept that from the date of the said apartment being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the said plot, the said apartment and the said building/s viz. Local taxes, betterment charges or such other levies demanded by the concerned local authorities and/or the Government Authorities and the maintenance charges in respect of common amenities.

(c) After a notice of one week notice in writing given by the Vendor to the Purchaser that the said apartment is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said apartment) of outgoings in respect of the said apartment/building, namely local taxes, betterment charges or such other levies by the concerned local authorities and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot, building and apartment. Until the Society or Limited Company or Association of Apartment Owners is formed and the said plot and building/s are transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agree that till the Purchaser's share is so determined; the Purchaser shall pay the Vendor provisional yearly contributions of Rs. _____/- (Rupees _____ only) per year towards the said outgoings. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and shall remain with the Vendor until a Conveyance/Assignment of Lease is executed in favour of the Association of Apartment Owners/Society/ Limited Company as aforesaid. Subject to the provisions of section 6 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 ("MOFA"), The Purchaser shall be liable to pay the electricity bills of their individual meters separately. However, as soon as possible the Vendor shall form an Ad Hoc Committee of the Purchaser to which an account of the expenses so incurred as per this Agreement shall be handed over, together with the surplus, if any. The said Ad Hoc Committee thereafter shall be responsible for looking after the said plot and operation of the bank account till the formation of a registered Co-operative Society /Association of Apartment Owners/Limited Company, as the case may be. Thereafter, it is for the selected body of the managing committee of the Society or the Association of the Apartment Owners or the Limited Company to decide the monthly quantum contributions towards maintenance charges, etc.

(d) To maintain the said apartment at the Purchaser's cost in a good and tenable condition from the date of possession of the said apartment being given to them and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the said

building/s or any part of the said building/s in which the said apartment is situated which may be against the rules, regulations or bye-laws of the concerned local authorities or any other authorities or change, alter or make an addition in and/or to the said building/s in which the said apartment is situated.

(e) Not to store in the said apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building/s in which the said apartment is situated or storing of which goods is objected by the concerned local authorities or other authorities and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage, lift or any other structure of the said building/s in which the said apartment is situated including entrances of the said building/s and in case of any damage caused to the said building/s on account of negligence or default on account of the Purchaser, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever,

(f) To carry out at his/her/their own cost and expenses, all internal repairs to the said apartment and maintain the said apartment in the same condition, state and order in which they were delivered by the Vendor to the Purchaser and in tenantable repair and not do or allow or suffer to be done anything in the said apartment or to the said building/s in which the said apartment is situated, or carry out any repairs and changes in the said apartment which may be forbidden by the rules and regulations and bye-laws of the concerned local authorities or other public authorities which may endanger the other apartment above or below the said apartment. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authorities and/or public authorities,

(g) Not to demolish or cause to be demolished the said apartment or any part thereof, or at any time make or cause to be made any addition or alteration of whatever nature in or to the said apartment or any part thereof or make any alteration in the elevation, and outside colour scheme of building in which the said apartment is situated and shall keep the said apartment, sewers, drains, pipes in the said apartment and

appurtenances thereto in good and tenantable condition so as to support, shelter and protect other parts of the said building/s in which the said apartment is situated and not chisel or in any other manner damage columns, beams, walls, slabs or RCC part or other permanent structures in the said apartment without prior written permission of the Vendor and/or Association of Apartment Owners or Society or the Limited Company or the Local Authorities, as the case may be.

(h) 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.

(i) 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 said plot and the said building/s in which the said apartment is situated.

(j) Pay the Vendor within Seven (7) days of demand by the Vendor, their share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connections to the said building/s in which the said apartment is situated.

(k) To bear and pay the increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authorities, and/or Government and/or other Public Authorities on account of change of user of the said apartment by the Purchaser or otherwise.

(l) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit under this Agreement or of the said apartment or part with the possession of the said apartment or any part thereof until all the dues payable to the Vendor under this Agreement are fully paid by the Purchaser and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained specific permission in writing from the Vendor for such purpose. Such transfer shall be only in favour of such Transferee as may be approved by the Vendor and not otherwise.

(m) Till the Deed of Conveyance or Deed of Assignment of the said plot along with the said building/s in which the said apartment is situated, is executed, the Purchaser shall permit the Vendor and their Surveyors and

Agents with or without workmen and others at all reasonable times, to enter into and upon the said plot and the said building/s or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

- 5.2 The Purchaser hereby declare that they have gone through the Agreement and all the documents related to the said plot and the said apartment purchased by the Purchaser and have expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied have entered into this Agreement

6.0 VARIATION IN THE CARPET AREA OF THE APARTMENT :

The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then the Vendor shall refund the excess money paid by Purchaser within forty-five days. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.1 of this Agreement.

7.0 POSSESSION OF THE SAID APARTMENT :

- 7.1 The Vendor will give possession of the said apartment to the Purchaser on or before **31st April 2020 (“the prescribed date”)**. The Purchaser hereby agree that if the possession is delayed due to: —

- (i) reasons beyond the control of the Vendor as provided under Section 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“**MOFA**”), by the aforesaid dates/s; or
- (ii) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of the said plot; or

(iii) any notices, orders, rules or notification of the Government and/or other public or competent authority; or

(iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

(v) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the apartment/project/apartment/road or completion certificate from the appropriate authority; or

(vi) In case of delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the Vendor to terminate this agreement under clause 2.7(c) as mentioned hereinabove), the period of possession will automatically stand extended.

7.2 It is agreed between the Parties that the time is an essence of the Agreement. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the Association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor.

7.3 The Purchaser shall take possession of the said apartment from the vendor upon receiving written intimation that the said apartment is ready for use and occupation upon payment of the balance consideration amount and other amounts payable under this Agreement, within fifteen (15) days or as mutually extended period, by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession to the Purchaser. In case the Purchaser fails to take possession within prescribed time, such purchaser shall be liable to pay the maintenance charges as applicable from the date of such intimation by the Vendor.

7.4 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence / office / show room / godown (strike which is not applicable).

8.0 DEFAULT BY THE PURCHASER :

Without prejudice to the right of the Vendor to charge interest, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement by giving fifteen (15) days prior notice in writing. On termination of this Agreement, the Vendor shall refund the Purchaser the installments paid towards the consideration within six (6) months from the date of termination. However, the Vendor shall not be liable to pay any interest on the amount so refunded. Further, the Vendor shall not be liable to reimburse the Purchaser any Government Charges such as Stamp Duty, Registration Charges, etc. Upon the termination of this Agreement, under this clause, the Vendor shall be at liberty to sell the said apartment to any other person/s of their choice and at such price as the Vendor may deem fit and the Purchaser shall not object to the same.

Provided that, the Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, the Vendor shall be entitled to terminate this Agreement.

9.0 DEFAULT BY THE VENDOR TO GIVE POSSESSION OF APARTMENT :

If the Vendor fail or neglect to give possession of the said apartment to the Purchaser by the prescribed date on account of reasons beyond their control and of their agents as per the provisions of section 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“MOFA”), then the Vendor shall be liable, on demand made by the Purchaser, to refund the amounts already received by the Vendor in respect of the said apartment with interest at the highest lending rate of State Bank of India

plus 2% per annum, from the date of the Vendor receiving the sum till the date the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Vendor to the Purchaser, the Purchaser shall, subject to prior encumbrances, if any, have charge on the said apartment.

10.0 BODY OF THE PURCHASERS :

- 10.1 The Purchaser along with the other purchasers of apartments in the building/s shall together form and register an Association of Apartment Owners or a Society or a Limited Company (sole option being with the Vendor herein) as may be decided by the Vendor to be known by such name as the Vendor may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority and for this purpose also, from time to time, sign and execute, the application for registration and for membership and other papers and documents necessary for formation and registration of the Association of Apartment Owners/Society/Limited Company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return it to the Vendor within seven (7) days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the organization of the Purchaser, under Section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“MOFA”) and rules made thereunder. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar of Companies as the case may be or any other competent authority
- 10.2 The Vendor 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 land and the structure of the Building or wing in which the said Apartment is situated.
- 10.3 The Purchaser shall observe and perform all the rules and regulations which the Association of Apartment Owners/Society/Limited Company may adopt at its inception and the additions,

alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building/s and the said apartment therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Association of Apartment Owners/ Society/Limited Company regarding the occupation and use of the said apartment in the building/s and shall contribute and pay regularly and punctually all the taxes, expenses and other outgoings due and payable by him in accordance with the terms of the agreement.

- 10.4 At the time of registration of Conveyance or Lease of the project land and structure of the building or wing of the building, the Purchaser shall pay to the Vendor, the Purchaser' 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 said land, structure of the said Building /wing of the building.

11.0 LIMITED GRANT IN FAVOUR OF THE PURCHASER :

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said apartment or of the said plot or of the said building/s or any part thereof. The Purchaser shall have no claim, save and except in respect of the particular said apartment. The remaining portion of the said plot, property, other unsold flats, shops, units, common areas, etc. shall be the property of the Vendor until the whole of the said plot and or any part thereof with the said building/s constructed thereon is transferred to the Association of Apartment Owners/Co-operative Society/Limited Company as mentioned herein.

12.0 DELAY :

Any delay tolerated or indulgence shown by the Vendor in enforcing the terms of this Agreement or any forbearance or extension of time to the Purchaser by the Vendor shall not be construed as a waiver or acquiescence on the part of the Vendor of any breach or non-compliance of any of the terms and conditions of this Agreement by

the Purchaser and shall not in any manner prejudice the rights of the Vendor.

13.0 NOTICES :

All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by pre-paid post under certificate at his/her/their addresses specified against their names above and or e-mail provided by the Purchaser at the time of booking or SMS.

14.0 GOVERNMENT LEVIES :

All out of pocket costs, charges and expenses including the Stamp Duty and Registration Charges of and incidental to this Agreement; Service Tax; Value Added Tax; Local Body Tax; GST and all other Government levies shall be borne and paid by the Purchaser alone. If due to any changes in Government Policy and by virtue of the same any additional Stamp Duty, Registration Charges and/or any other taxes/rates are levied the same shall also be paid by the Purchaser alone.

15.0 REGISTRATION OF THIS AGREEMENT:

The Purchaser and/or the Vendor shall present this Agreement at the proper registration office for registration within 15 days from the date of execution of this Agreement as prescribed by the Registration Act, and the parties hereto shall attend such office and admit execution thereof. The Purchaser shall bear all the charges and cost of stamp duty and registration charges and legal fees and all other incidental charges for registration of this Agreement.

16.0 NOTICES :

- 16.1 That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post AD and notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:

1.	Name of Purchaser	
	Address of Purchaser	
	Notified Mobile No. of the Purchaser	
	Notified E-mail ID of Purchaser	
2.	Name of Vendor	Ninath Bahusaheb Shingade
	Address of Vendor (Registered)	Shop no 32 to 38,
		Dnyaneshwari Building,
		Plot no.B/2B,New Satara
		Samuh CHS,Sector -12,
		Near Pertol pump,
		Kharghar,Navi Mumbai -
		410210
	Notified E-mail ID of Vendor	sales@konnark.com
	Address of the Head office	Shelton Cubix,Office No.901-
		902,905-908,Plot no.87,sector –
		15,CBD Belapur,Navi Mumbai
		- 400614.
	Notified E-mail ID of Vendor	sales@konnark.com

16.2 That in case there are Join Purchasers, all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser.

17.0 APPLICABILITY OF ACT :

This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“**MOFA**”) and the Real Estate (Regulation & Development) Act, 2016, and the rules made thereunder and also subject to all other applicable laws and the Courts of Raigad District and High Court, Mumbai, will have jurisdiction for this Agreement.

18.0 RECITALS :

The aforesaid recitals shall form an integral part of this Agreement

19.0 DISPUTE RESOLUTION :

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

FIRST SCHEDULE

(“the said Plot”)

ALL THAT pieces and parcel of the vacant land bearing **Revenue Gat No.26/5 admeasuring** 1 (one) Hectare 44 Are, Non agricultural Area admeasuring 14,400 sq.mtr. bounded as follows

On or towards East: Gat No. 24.

On or towards West: Gat No.5/9,5/11.

On or towards North: Gat No.26/2.

On or towards South: Gat No. 20,22

SECOND SCHEDULE

(“the Said Apartment”)

(Give detailed description of the said apartment agreed to be sold)

THIRD SCHEDULE

(Fittings, Fixtures and Amenities)

LIST OF AMENITIES

- 24” X 24” Vitrified flooring tiles in all rooms.
- All internal walls and ceiling in finished plaster with Distemper Painting.
- Kitchen platform with stainless steel sink.
- Window Frames and sills in marble , to suit sliding window.
- Bathroom / Toilet -4ft height glazed tiles. Toilet flooring with antiskid tiles, and Bakelite Doors for Bathroom and Toilet.
- Quality sanitary fittings.
- Concealed copper wiring with ISI mark, sufficient electrical point and modular switches including provision of points for A.C, Washing Machine, Aqua guard, Refrigerator , Microwave , Exhaust and TV etc.
- TV Cable and Telephone Point in Living.
- Main door with night latch , Peephole , Safety Chain with fittings.
- Door Bell Point.
- Concealed plumbing work with standard quality fittings and basic C.P Fittings in Bathroom / WC / Kitchen.
- Powder coated Sliding window with tinted glass.

GENERAL AMENITIES

- Enhanced structural Earthquake safety for building. Earthquake resistant structural design with latest technology.
- Good quality distemper in all rooms and staircase. Acrylic Paint to external surface of the Building , with good color scheme.
- Six person capacity lift with A.R.D and Overload device for each Building.
- Anti-termite treatment for protection of building and surroundings.
- Generator Backup for adequate stilt parking, staircase street light and entrance lobby.
- CCTV for security purpose on the main entrance gate.
- Water harvesting pits.
- Entrance Gate with Watchman’s Cabin.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO
SET THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND
YEAR FIRST HEREIN ABOVE MENTIONED**

SIGNED AND DELIVERED by the within named Vendor,
M/s. KONNARK DEVELOPERS, through its Proprietor,
Shri Ninath Bhausahab Shingade
In the Presence of -
1. _____
2. _____

SIGNED AND DELIVERED by the within named
Purchaser
1. _____
2. _____

In the presence of -
1. _____
2. _____