

Annexure 'A'
Model Form of Agreement to be entered into
between Promoter and Allottee(s)
(See rule 10(1))
EXPLANATORY
NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

ARTICLES OF AGREEMENT made at Panvel this ____ day of _____,
20__BETWEEN,

M/S. SHIVSAI DEVELOPERS, PROPRIETOR KAILAS GORKASH CHAVAN, having office at Mauli Apartment Plot No. 122 Sector 25, Ulwe Navi Mumbai 410206 state Maharashtra hereinafter referred to as the Promoter hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the ONE PART

AND

Mr./Mrs./M/s. _____ of
Mumbai, Indian Inhabitant, (PAN NO _____) (Aadhaar
No. _____) Residing at _____
_____ hereinafter referred to as "THE
PURCHASER/S/ ALLOTTEE/S" [which expression shall, unless it be repugnant to the
context or meaning thereof, be deemed to include his/her/their heirs, administrators and
permitted assigns] of the OTHER PART:

WHEREAS:

The State Government vide Resolution of Urban Development Department No. CID-1812/CR-274/UD-10 dated 151 March 2014 (Popularly known as "Rehabilitation & Resettlement scheme")/under the scheme promulgated by the State Government vide Resolution of Urban Development Department No. CID-1812/CR-274/UD-10 dated 281h May,, 2014 for resettlement of the Original License whose Structure was required for the development of proposed Navi Mumbai international Airport & allied activities on the terms and condition more particularly specified in the said Agreement.

The City and Industrial Development Corporation of Maharashtra Limited, (hereinafter referred to as "the CIDCO") is Govt. Company wholly owned by the State Govt. Incorporated under the Companies Act, 1956 (I of 1956) having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai 400 021, is also New Town Development Authority declared for the area designated as a site of the New town of Navi Mumbai by the State Govt. in exercise of its powers under sub-sections (1) and (3-A) Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the of section 113 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the "MRTP Act")

Shri. Devanand Waman Ranvir, residing at At/Post House No. 390, Konbadbhuje, Post Ulwe, Tal. Panvel Dist. Raigad, (therein referred to as a " Farmers/The Lessee") Whose Following structure acquired/required by state government through CIDCO Ltd for development of proposed navi Mumbai international airport and allied activities. Description of acquired structure At – Konbadbhuje , Tal. Panvel, Dist. Raigad.

Name of the Lessee: Shri. Devanand Waman Ranvir, Order No. KOM- ICOGD-148, Village Name: Konbadbhuje Survey No. of structure As per CIDCO: KB-45

The CIDCO Ltd by its letter of allotment dated 27th December 2015 , was pleased to allot to the Shri . Devanand Waman Ranvir, residing At/Post House No. 390, Konbadbhuje, Post-Ulwe, Tal. Panvel, Dist. Raigad, (therein referred to as "Farmers/The Lessee") a piece or parcel of land bearing Plot No. 166, Sector – 25A, Pushpak Node(Vahal) Tal – Panvel, Dist. Raigad, Admeasuring about 179.83 Sq. Mtrs., (hereinafter referred to as the "Said Plot").

By an agreement to lease Dated 05/12/2017 executed by CIDCO Ltd therein and

hereinafter referred to as "The Corporation" of the one part in favour of Shri. Devanand Waman Ranvir therein referred to as the original licensee of other part, the corporation has agreed to lease to the said original licensee the said plot for residential and commercial use on 60 years lease and on the terms and conditions and at or for a consideration as contained therein. and The said agreement Lease dated 05/12/2017 has been registered with Sub-Register of panvel-4 under document serial no. PVL4-14109-2017 dated 11/12/2017. The licensee have paid the said premium payable to corporation as per the said Agreement to lease and taken possession of the said plot.

CIDCO Ltd. Has given possession of the said plot to original licensee Shri. Devanand Waman Ranvir vide their letter bearing No.CIDCO(NMIA)/2018 dated 04/10/2018.

The Lease has sold and assigned 50% his rights, title and interest in respect of the said plot to M/s Shivsai Developers through its Mr. Kailas Gorkash Chavan having Office at shop No. 3 Pooja Angan CHS Ltd., Plot No.50, Sector-5, Karanjade, Panvel, Tal Panvel, Dist., Raigad, and Triparti Agreement dated 16/07/2021 has been executed between the lessee, CIDCO Ltd. And M/s Shivsai Developers and thereby CIDCO Ltd. tranferred the said plot in the name of M/s. Shivsai Developers the Developers herein. The said Triparti Agreement dated 16/07/2021 is duly registered on 16/07/2021 with registration receipt no.11254 at document Sr. No. No. PVL2-9712-2021.

By Virture of aforesaid Triparti Agreement dated 16/07/2021 CIDCO Ltd. has transferred 50% Share of the said plot in the name of M/s Shivsai Developers vide their Letter Ref. No. CIDCO/(NMIA)/KONBADBHUJE/2011/1121 dated 12/08/2021.

The Developers and Lessee have submitted their plans for the construction of a residential building on the said plot and subsequently the CIDCO Ltd. has isued Commencement Certificate on vide their letter bearing No. CIDCO/BP-18041/TPO(NM&K)/2022/9680 dated 30/08/2022 for commencing construction on the said plot as per the plans and specifications approved by the Town Planning Authorities.

I hereby inform you under the search taken by Mr. Janardan Undalkar in respect aforesaid plot for period of 6 years from 2017 to 16/09/2022 date in the office of the Sub-Register of Assurances Panvel 1 to 5, vide search GRN NO. MH00783082520223E dated 16/09/2022. I have inspected the Index-II record in computerized only, for 6 years i.e. from 2017 to 16/09/2022, made available to me at Sub-Registrar of Assurance at

Panvel 1 to 5.

WHEREAS:

1. CIDCO by Development Permission dated 30/08/2022 & Commencement Certificate dated 30/08/2022 vide its Ref. No. CIDCO/BP-18041/TPO(NM & K)/2022/9680 granted development permission for residential building (Stilt + 4 Floors) on the said plot.
2. **M/S. SHIVSAI DEVELOPERS Proprietor KAILAS GORKASH CHAVAN** registered project by name of “**SAI KRUPA RESIDENCY.**” in RERA and obtained RERA Registration Certificate bearing No. _____ dated _____ from MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY under the provision of Maharashtra Real Estate Regulatory Authority as per THE REAL ESTATE (REGULATION AND DEVELOPMENT) **ACT**, 2016.
3. By virtue of provisions contained in the said Development Agreements & Power of Attorneys herein before referred, **M/S. SHIVSAI DEVELOPERS, Proprietor KAILAS GORKASH CHAVAN**, the Promoter/Developer herein, is entitled to re-develop the building on the said plot and sell/allot the Flat/Commercial Unit to their intending buyers/Allottees and also to transfer and assign their rights and interest in and benefits under the said Development Agreement herein before recited subject to the terms and conditions contained therein in favor of the cooperative housing society or company or an association to be formed and registered of the flat/commercial premises purchasers/allottees as required under Section 10 of the MOFA 1963.
4. The Promoter has appointed **EDGE ARCHITECTS & INTERIOR DESIGNER** through its partner Smt. Daksha L. Gami having address at Satra Plaza Premises, Studio No. 410, Plot No.19 & 20, Sector 19D, Palm Beach Road, Vashi, Navi Mumbai- 400703. as an **Architect** who has been registered with the Council of Architect and has appointed **B. S. SUKTHANKAR & ASSOCIATES** , having office at 412, Vardhaman Market, Plot No. 75

Sector-17, Vashi, Navi Mumbai – 400705. as a **Structural Engineer** for the preparation of the structural designs and drawings of the building/s.

5. The Promoter has agreed to sell Flat/Commercial Premises bearing No._____, adm. _____ Sq. Mtrs./Sq. Ft. Carpet/Built up area at the price out of flats entitled/owned by Promoter as mentioned in Bifurcation list.

6. The Promoter has given inspection to the Purchaser/Allottee of the said Development Agreements & Power of Attorneys recited herein before and all other documents, letters, papers and writings referred to therein as well as building plans and s designs, specifications, etc sanctioned by the CIDCO as required under the provisions of Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules framed there-under.

7. The Promoter has agreed to provide/procure the amenities to the Purchaser/Allottee as set out in the Second Schedule hereunder written.

8. The Purchaser has/have examined and approved the building and floor plan, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/ to be provided thereto as per the general specifications stated in the Second Schedule hereunder written.

9. In the above circumstances, the Promoters are entitled to develop the said Land by constructing Residential Building as per the Building plans sanctioned by the concerned Authority.

10. The Promoters, through their Architect EDGE ARCHITECTS & INTERIOR DESIGNER having his address at at Satra Plaza Premises, Studio No. 410, Plot No.19 & 20, Sector 19D, Palm Beach Road, Vashi, Navi Mumbai-400703, have prepared building plans by initially utilizing permissible FSI, by proposing to construct a Residential Building on the said land (hereinafter referred to as the said Layout). The Promoters have submitted to the CIDCO and other authorities the building plans, specifications and designs for the said Land. The CIDCO has sanctioned the Building plans, specifications

and designs submitted by the Promoters and granted its Commencement Certificate and Development permission vide its letter dated 30/08/2022 vide its CIDCO/BP-18041/TPO(NM & K)/2022/9680 to construct a Residential Building of Ground and upper 4 floors. The copy of the said Commencement Certificate dated 30/08/2022 is annexed hereto and marked as **Annexure “A”**. The Purchaser/s is / are informed and is aware and hereby accepts that the Promoters are free and entitled to amend and/or modify the said plans and add to the said Building/ Complex as may be possible and permissible provided however that the same does not in any manner prejudicially alter the plan and specifications of the Flat/s agreed to be purchased by the Purchaser/s hereunder.

11. The Promoters have appointed **B. S. SUKTHANKAR & ASSOCIATES** as **RCC Consultants** and have entered into standard Agreement for carrying out construction of the said Building and also have entered into standard Agreement with the Architect for preparing plans of the said Building/s. The Promoters have also appointed **D. P. SHEJWAL AND ASSOCIATES** as the **Chartered Accountant** to maintain the accounts for the said Project and issue proportionate completion certificate for the work completed by the Promoters for withdrawal of amounts from the separate Bank Account specifically opened for the said Project as per the Real Estate (Regulation and Development) Act, 2016.

12. The said Land is earmarked for the purpose of building a Residential & Commercial Project comprising of Residential & Commercial building Ground + 4Upper Floors and the said Project shall be known as **“SAI KRUPA RESIDENCY.”** (Hereinafter referred to as the said Building/ Project).

13. The said Project is registered with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.

14. The Promoters have informed the Purchaser/Allottee and the Purchaser/Allottee is/are aware that the Promoters will develop the said land by constructing a Building to be used for Residential purposes and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the

concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters at their own discretion.

15. The Purchaser/allottee has/ have seen the approved plans as prepared by the Architect and the Purchaser/Allottee is/are aware that the Promoters may change the said building plans from time to time and/or as may be required by the CIDCO and / or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter. A Layout Plan of the said land is annexed hereto and marked as **Annexure “B”**.

16. The Report on Title issued by **Adv. LAVEKAR & POTE**, Advocate has been seen and inspected by the Purchaser/Allottee and a copy thereof has been annexed hereto and marked as **Annexure “C”**. The Purchaser/s has/ have also prior to the execution of this Agreement for himself / herself satisfied about the right and title of the Promoters to the said land, the right of the Promoters to develop the said Land and to construct the said proposed Complex/Building on the said Land more particularly described in the First Schedule hereunder written. The Purchaser/Allottee has / have, by virtue of his / her having executed this Agreement, is deemed to have accepted the title of the Promoters to the said Land as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

17.a. The Purchaser/Allottee has demanded and the Promoters have given to the Purchaser/Allottee inspection of the following documents:-

- i. Commencement Certificate dated 30/08/2022.
- ii. All other relevant documents, letters, papers and writings referred to herein

b. All plans sanctioned by the CIDCO and other authorities, the designs, specifications etc., submitted to CIDCO, and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under, including the Commencement Certificate dated 29/08/2018.

c. The Purchaser/ Allottee has / has examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Promoters have given to him/her / them and get him/her / them satisfied.

18. On satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Promoters to the said Land, the Purchaser/s has/ have applied to the Promoters for Sale/allotment of and hereby agree/s to purchase Flat/ Shop No. _____ on the _____ Floor, admeasuring about _____ Square feet equivalent to _____ Square meters or thereabouts (Carpet Area) in the Building / Project known as “SAI KRUPA RESIDENCY.” which is to be constructed on the said Land (hereinafter referred to as "the said premises" and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs. _____ /- (Rupees _____ Only). The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure “D”**.

19. The Purchaser/s has / have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises as set out in the Annexure ‘F’ annexed hereto.

20. 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.

21. Both the Promoters and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

22. Now both the parties are desirous of recording the terms and conditions of these presents so reached between them.

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- I.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of
carpet area admeasuring sq. metres on floor in the building

/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-

- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-.

- I(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-

I(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____(Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

1. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- II. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- m. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- v11. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- v111. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

I (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

l(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and

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

- I(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @_____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- I(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause I(a) of this Agreement.
- I(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date m respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before day of20_. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

- 7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original

Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
-
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs for deposits of electrical receiving and Sub Station provided in Layout
11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or

Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is

objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- m. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[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 Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes

any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order

to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in

_____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at __

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

- _____ Name of Allottee
 _____(Allottee's Address)
 Notified Email ID: _____

M/s _____ Promoter name
 _____(Promoter Address)
 Notified Email ID: _____

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the

Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(!)_____

(2)_____

At _____ on _____

Please affix
photograph
and sign

across the
photograph

Please affix
photograph
and sign

across the
photograph

in the presence of WITNESSES:

1. Name _____
Signature _____

2. Name _____
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(!) _____

(Authorized Signatory) WITNESSES:

Please affix photograph and sign across the photograph
--

Name_____
Signature_____
Name _____
Signature_____

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE -A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to
(Description of property)

Place:

Datedday of..... 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE -E

(Specification and amenities for the Apartment),

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.
