

Agreement Value : Rs./-
Flat No. / Shop No. :
Carpet Area : Sq. Ft.
Terrace Area : Sq. Ft.
Parking Space No. : ...
Building Type : G + 3

AGREEMENT FOR SALE

This AGREEMENT made and entered into at Navi Mumbai on this _____ day of 2022, **BETWEEN M/s. Asian Builders & Developers (Having Pan No. AB DFA7323E)** through its authorized Partner ----- adult, Indian Inhabitant, having address at – shop No1, Balaji Krupa, Plot No 169/170, Sector21, Kamothe Navi, Mumbai hereinafter called as ‘**The Promoter/Developer/s**’ (Which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **ONE PART**.

AND

1) **Mr.** (**Having PAN No.**),
Age Years 2) **Mrs.** (**Having PAN No.**
.....) Age Years, both adult, Indian Inhabitant,
having address at -,
hereinafter called '**The Allottee/Purchaser**' (Which expression shall
unless it be repugnant to the context or meaning thereof be deemed to
mean and include his/her/their heirs, executors, administrators and
assigns) of the **OTHER PART**.

WHEREAS the City and Industrial Development Corporation of
Maharashtra Limited, a Government company within the meaning of
the Companies Act, 1956 (hereinafter referred to as "**THE
CORPORATION**") having its office at 'Nirmal', 2nd floor, Nariman
Point, Mumbai – 400021, is the New Town Development Authority,
under the provision of subsection (3-a) of Section-113 of the
Maharashtra Regional and Town Planning Act, 1966 (Maharashtra
Act No. XXXVIII of 1966) hereinafter referred to as the said Act.

AND WHEREAS the State Government in pursuant to Section 113
(1) of the said Act, acquired the land described therein and vesting
such lands in the same Corporation for development and of such place
of land so acquired by the State Government and subsequently vested
by the State Government in the Corporation for being leased to its
intending Lessees.

AND WHEREAS the Corporation under Gaothan Expansion
Scheme/ 12.5% Scheme leased to **Smt. Radhabai Khemchand
Parmar** , residing at Panvel, Dist. Raigad, vide **Agreement to Lease**
dated **22/08/2005** for a period of 60 years computed from the date of
Agreement to Lease, a plot admeasuring about **300.00 Sq. Mtrs.**
bearing **Plot No. 46, Sector–35**, at **Kamothe**, Tal. Panvel, Dist.
Raigad, (hereinafter referred to as the '**SAID PLOT**') for the purpose
of residential cum commercial use for proper premium of **Rs. 3750/-**

(Rupees Three Thousand Seven Hundred Fifty Only) and has handed over the physical possession of the said plot to the Lessee. The said **Agreement to Lease** dated **22/08/2005** is duly registered on **16/09/2005** vide **Registration Receipt No. 558 & Document Sr. No. PVL3-03115-2005**. The details of the Said Plot are specified in the **First Schedule** herein under attached.

AND WHEREAS Smt. Radhabai Khemchand Parmar has been died and thereafter her heirs filed a **M.A No. 301/2011** before Hon'ble Panvel Civil Court and the Court has declared 1) **Shri. Ashok Khemchand Parmar** 2) **Shri. Surendra Khemchand Parmar** 3) **Shri. Prakash Khemchand Parmar** 4) **Smt. Pankajaben Pratapchand Jain** 5) **Smt. Nirupama Dhanpal Sanghavi** 6) **Smt. Shama Rajendra Gandhi** as the heirs of Late **Smt. Radhabai Khemchand Parmar**.

AND WHEREAS thereafter **Shri. Ashok Khemchand Parmar** died and family members has found Will executed by **Smt. Radhabai Khemchand Parmar** and therefore as per Will the family members has filed a Probate application i.e. **M.A No. 356/2017** for grant of Probate and accordingly the Hon'ble Court has allowed the application and declared 1) **Shri. Surendra Khemchand Parmar** 2) **Shri. Prakash Khemchand Parmar** and Late **Shri. Ashok Khemchand Parmar** through his Legal heirs 1) **Smt. Meena Ashok Parmar** 2) **Shri. Nikhil Ashok Parmar** 3) **Shri. Kalpesh Ashok Parmar**, as the only heirs of Late **Smt. Radhabai Khemchand Parmar**, for the Said Plot. Accordingly CIDCO Deleted the name of others person and recorded the Names of above person in there record vide Letter **Reference No. CIDCO / VASAHAAT / SATHYO / KAMOTHE /10/2018/29558** dated **16/11/2018**.

AND WHEREAS during the meantime **Shri. Prakash Khemchand Parmar** also died and his only Legal heir **Shri. Tushar Prakash Parmar** filed a **M.A No. 1085/2019** before Hon'ble Panvel Civil

Court and the Court has granted the said application and accordingly the **CIDCO** authorities registered the name of **Shri. Tushar Prakash Parmar** as the Legal heir of Late **Shri. Prakash Khemchand Parmar**.

AND WHEREAS by virtue of above documents name of 1) **Shri. Surendra Khemchand Parmar** 2) **Smt. Meena Ashok Parmar** 3) **Shri. Nikhil Ashok Parmar** 4) **Shri. Kalpesh Ashok Parmar** 5) **Shri. Tushar Prakash Parmar** (Hereinafter referred to as the '**ORIGINAL LESSEE**') has been registered as the Original Lessee of the Said Plot in the record of **CIDCO** and accordingly vide letter ref. no. **CIDCO / VASAHAT / SATHYO / KAMOTHE /10/7982/2020** dated **11/11/2020** **CIDCO** authorities duly recognize the heirs i.e. Original Lessee herein.

AND WHEREAS due to some of their own reasons the Original Lessee have sold, assigned & transferred all their rights, title and interest in respect of the said plot to **M/s. Asian Builders & Developers** through its Partners **1.Shri. Shivji Amba Gami, 2. Shri. Mahesh Shivji Gami** having address at - shop No1, Balaji Krupa, Plot No 169/170, Sector21, Kamothe Navi, Mumbai **i.e. the Promoter/Developer/s herein** and accordingly a **Tripartite Agreement** dated **22/02/2021** has been executed between **CIDCO Ltd.**, the **Original Lessee** and **Promoter/Developer/s** herein and there by **CIDCO Ltd.** has transferred the said plot in the name of **Promoter/Developer/s**. The said **Tripartite Agreement** dated **22/02/2021** is duly registered on **22/02/2021** vide **Registration Receipt No. 3818 & Document Sr. No. PVL2-3226-2021**.

AND WHEREAS after registration of **Tripartite Agreement** dated **22/02/2021** **CIDCO Ltd.** finally transferred the Said Plot in the name of **M/s. Asian Builders & Developers** and such final **Letter Ref. No. CIDCO / VASAHAT / SATYO / KAMOTHE / 10 / 2021 / 8949** dated **23/03/2021** is issued by the **CIDCO Ltd.** to **Promoter/Developer/s**.

AND WHEREAS The Promoter/Developer has been appointed **Ar. Lena K Gosavi** as the **Architect** & **Mr. S.R.Rao** as **Structural Engineer** for the preparation of the structural design and drawings of the buildings. The Promoter/Developer has entered into an Agreement with an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter/Developer has submitted their plans for the construction of a **Residential** building on the said plot and subsequently the Panvel Municipal Corporation has issued **Commencement Certificate** on **02/09/2022** vide their letter bearing **Ref. No. PMC/ TP/ Kamothe/ 35/ 46/ 21-22/ 16352/ 2269/ 2022** for commencing construction on the said plot as per the plans and specifications approved by the Town Planning Authorities.

AND WHEREAS the Promoter/Developer alone has the sole and exclusive right to sale the **Flats** in the building being constructed by The Promoter/Developer on the said plot and to enter into agreements with the **Allottee/Purchaser** of the said **Flat** etc. and to receive the Sale Price in respect thereof.

AND WHEREAS the Promoter/Developer has got verified the title of the said Land/Plot from **Shri. Sachin S. Tambat** an Advocate annexed hereto is a copy of the Title Certificate as **Annexure "A"**

AND WHEREAS the Promoter/Developer has now commenced construction of the Building on the said Plot in accordance with sanctioned plans and the Promoter/Developers are desirous of selling **Flats** in the said proposed Complex/Building. The building being constructed on the said plot shall be known as **“Asian One”**.

AND WHEREAS the Promoter/Developer has registered the project under the provisions of The Real Estate (Regulation And

Development) Act with the Real Estate Regulatory Authority at No; authenticated copy is attached in Annexure "C".

AND WHEREAS the **Allottee/Purchaser** demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the **Allottee/Purchaser** of all the documents of title relating to the said plot, and the plan, designs and specifications prepared by the “ARCHITECTS” and such other documents as are specified under the **New RERA Act 2016** (hereinafter referred to as “**THE SAID ACT**”) and the rules made there under. The **Allottee/Purchaser** have satisfied themselves about the Title of the Promoter/Developer to the said Land/plot and declares that they shall not be entitled to raise any objection or requisition to the same or any matter relating to title or otherwise whatsoever.

AND WHEREAS the Promoter/Developer is the lawful owner of all the **Flats & Stilt parking area** in the building to be constructed on the Said Plot to be known as “**Asian One**”.

AND WHEREAS the Promoter/Developer/s is the lawful owner of the **Flat No.** _____, _____ **Floor, admeasuring about** _____ **Sq. Ft. [_____ Sq. Mtrs.] usable Carpet area as per RERA Act & Terrace Area** _____ **Sq. Ft. [_____ Sq. Mtrs.]** in the building known as “**Asian One**” **being constructed** on **Plot No. 46, Sector–35, at Kamothe, Tal. Panvel, Dist. Raigad.**

AND WHEREAS the **Allottee/Purchaser** have agreed for purchasing the said **Flat No.** _____, _____ **Floor, admeasuring about** _____ **Sq. Ft. [_____ Sq. Mtrs.] usable Carpet area as per RERA Act & Terrace Area** _____ **Sq. Ft. [_____ Sq. Mtrs.]** in the building known as “**Asian One**” **being constructed** on **Plot No. 46, Sector–35, at Kamothe, Tal. Panvel, Dist. Raigad.** (Hereinafter referred to as the "**Said Premises**") for a total

consideration of Rs. _____/- (Rupees _____
_____ Only) and the Allottee/Purchaser hereby
entitled to utilize the area of enclosed Balcony, & Service Slab within
the said Flat.

AND WHEREAS the Carpet Area of the said Flat is Sq.
Ft. and “Carpet Area” means the net usable floor area of the Flat,
excluding the area covered by the external walls, areas under services
shafts, exclusive balcony appurtenant to the said Flat for exclusive use
of the Allottee/Purchaser or verandah area and exclusive open terrace
area appurtenant to the said Flat for exclusive use of the
Allottee/Purchaser, but includes the area covered by the internal
partition walls of the Flat.

AND WHEREAS under section 13 of the said Act the
Promoter/Developer is required to execute a written Agreement for
Sale of said Flat with the Allottee/Purchaser, being in fact these
presents and also to register said Agreement under the Registration
Act 1908.

AND WHEREAS in accordance with the terms and conditions set out
in this Agreement and as mutually agreed upon by and between the
parties, the Promoter/Developer hereby agrees to sell and the
Allottee/Purchaser hereby agrees to purchase the Flat and covered
parking.

AND WHEREAS the parties relying 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.

**NOW THEREFORE, THIS AGREEMENT WITNESS SETH
AND IT IS HEREBY AGREED BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS:**

1. The Promoter/Developer shall construct the said building/s consisting of Parking, Stilt/Open Ground floor + 3 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/Developer shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the **Flat** of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.
- 1.a (i) The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser **Flat No.** _____, _____ **Floor, admeasuring about** _____ **Sq. Ft. [** _____ **Sq. Mtrs.] usable Carpet area as per RERA Act & Terrace Area** _____ **Sq. Ft. [** _____ **Sq. Mtrs.]** in the building known as “Asian One” (hereinafter referred to as “the **Flat**”) as shown in the Floor plan thereof hereto annexed and marked **Annexure “B”** for the consideration of **Rs.** _____/- (**Rupees** _____ **Only**). **The developer along with above facilities to the purchaser** which are more particularly described in the **Second Schedule** annexed herewith.
- (ii) The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser covered parking spaces bearing Nos situated at Ground Floor being constructed in the layout for the consideration of **Rs.** _____/- (**Rupees** _____ **Only**).
- 1(b) The total aggregate consideration amount for the **Flat** including covered parking spaces is thus **Rs.** _____/- (**Rupees**

_____ **Only**) & the total amount mentioned above has to be paid by the Allottee/Purchaser in the following manner

1(c) **PAYMENT SCHEDULE**

SCHEDULE	% OF AMOUNT
On Booking	10%
On Execution of Agreement	15%
On Plinth	15%
On Commencement of 1 st Slab	10%
On Commencement of 2 nd Slab	10%
On Commencement of 3 rd Slab	10%
On Commencement of 4 th Slab	10%
On Brick work	5%
On Plaster work	5%
On Color work	5%
On Possession	5%
TOTAL	100%

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer 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/Developer GST as applicable from 01/07/2017) up to the date of handing over the possession of the Flat.

The Allottee/Purchaser shall pay and bear all the following Charges, Deposits and Expenses to the Promoter/Developer as and when demanded:

- Legal and document charges at the time of execution of this Agreement.
- Charges for valuation report, if required.
- Water resource development charges and Development charges of CIDCO.
- Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO/ NMMC or other Government authority.
- Electricity connection, meter deposit, MSEB service charges, cable charges and transformer.
- Property Tax from the date of Possession of said Flat.
- Service Tax, VAT Tax, LBT OR Cess, GST or any other taxes or charges levied by the state or Government authorities.
- CIDCO Transfer Charges.
- Any other charges, taxes and expenses levied by the Government authorities.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer shall enclose the said notification order rule/regulation published

issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

- 1(f) The Promoter/Developer may allow in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser by discounting such early payments @ _____% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter/Developer.
- 1(g) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee/Purchaser authorizes the Promoter/Developer 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/Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

- 2.1 The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 2.2 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the 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 Promoter/Developer as provided in clause 1 (c) herein above. (“Payment Plan”).
- 3 The Promoter/Developer hereby declare that the Floor Space Index available in respect of the said Plot is 1.50 with 15 % commercial utility. The Promoter/Developer has obtained the sanction from CIDCO for Residential/Commercial use. The Promoter/Developer has reserved their right to utilize such permissible FSI for commercial purposes as per rule, as they may deem fit and necessary. The Allottee/Purchaser shall not

be entitled to object for such commercial utilization by the Promoter/Developer in any manner whatsoever. The Promoter/Developer has represented to the Allottee/Purchaser that no part of the said FSI has been used/utilized or will be utilized by the Promoter/Developer elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if the Promoter /Developer has utilized FSI of any other Plot by way of floating F.S.I. then the Promoter/Developer shall disclose the particulars of such FSI to the said Co-op Society in which the Allottee/Purchaser shall be admitted as the member thereof.

- 4.1 If the Promoter/Developer fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser, the Promoter/Developer agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser for every month of delay till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Promoter/Developer interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee/Purchaser to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser to the Promoter/Developer.
- 4.2 Without prejudice to the right of Promoter/Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments, the

Promoter/Developer shall at his own option may terminate this Agreement:

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

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

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/Developer in the said building and the Flat as are set out in **Annexure 'C'** annexed hereto.
6. The Promoter/Developer shall give **possession** of the Flat to the Allottee/Purchaser on or before **December 2024**. If the Promoter/Developer fails or neglects to give possession of the Flat to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the

Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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/Developer upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the Flat to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/Developer shall give possession of the Flat to the Allottee/Purchaser). The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/Developer or association of Allottee/Purchasers, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/Purchaser shall take possession of the Flat within 15 days of the written notice from the Promoter/Developer to the Allottee/Purchaser intimating that the said Flat are ready for use and occupancy:
- 7.3 **Failure of Allottee/Purchaser to take Possession of [Flat]:**
Upon receiving a written intimation from the Promoter/Developer as per **clause 7.1**, the Allottee/Purchaser shall take possession of the Flat from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Flat to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in **clause 7.1** such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Flat or from the date of Occupancy Certificate to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter/Developer any structural defect in the Flat or the building in which the Flat 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/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the Act.
8. The Allottee/Purchaser shall use the Flat 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/Purchaser along with other Allottee/Purchaser(s) of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/Developer 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/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter/Developer 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/Developer and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

- 9.2 The Promoter/Developer shall within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid **or within three months from**

Occupancy Certificate whichever is earlier cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter/Developer 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/Developer to the Allottee/Purchaser that the Flat is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter/Developer provisional monthly contribution of **Rs./-** per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer 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/Developer to the Society or the Limited Company, as the case may be.

10. The Allottee/Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter/Developer, the following amounts:-
 - (i) For share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
 - (ii) For formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) For proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
 - (iv) For Deposit towards Water, Electric, and other utility and services connection charges .
11. The Allottee/Purchaser shall pay to the Promoter/Developer a sum of **Rs./-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter/Developer the Allottee/Purchaser's 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.

13. Representations and Warranties of the Promoter /Developer:

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

- i. The Promoter/Developer 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/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter/Developer 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/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- vii. The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will in any manner affect the rights of Allottee/Purchaser under this Agreement;
- viii. The Promoter/Developer confirm that the Promoter/Developer is not restricted in any manner whatsoever from selling the said [Flat] to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchasers;
- x. The Promoter/Developer 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/Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

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

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

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement are fully paid up.
- x. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the

time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter/Developer 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.
15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat 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/Developer

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/Developer Shall Not Mortgage or Create A Charge:

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such [Flat].

18. Binding Effect:

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer then the Promoter/Developer shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser application of the Allottee/Purchaser

shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

19. Entire Agreement:

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

20. Right to Amend:

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

21. Provisions of This Agreement Applicable To Allottee/Purchaser / Subsequent Allottee/Purchaser:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser of the Flat, in case of a transfer, as the said obligations go along with the Flat 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/Purchaser has to make any payment, in common with other Allottee/Purchaser in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats 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/Developer through its authorized signatory at the Promoter/Developer's Office or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, in Navi Mumbai after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

26. The Allottee/Purchaser and/or Promoter/Developer 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/Developer will attend such office and admit execution thereof.
27. The parties hereby specifically agreed that, whatever the Government charges mentioned herein payable for share money, society formation charges, conveyance charges etc. payable by the Allottee/Purchaser are mentioned in the present agreement as per the present rules. These rules can be changed & the charges may be revised & the Allottee/Purchaser agreed to pay such revised charges from time to time.
28. That all notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter/Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/Purchaser 1)

2)

(Allottee/Purchaser's Address),

.....,

.....

Notified Email ID: _____

Promoter/Developer: **M/s. Asian Builders & Developers**

Address: Gami Nivas, Plot No. 64, Sector-18-A, Nerul, Navi Mumbai- 400706.

Notified Email ID: Asian.bd2015@gmail.com

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer 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/Developer or the Allottee/Purchaser as the case may be.

29. Joint Allottee/Purchasers:

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

30. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

31. 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 Mumbai Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. 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 Vashi Court/Panvel Court will have the jurisdiction for this Agreement.

FIRST SCHEDULE

THE DESCRIPTION OF THE PROPERTY

All the peace and parcel of land known as **Plot No. 46, Sector-35**, at **Node Kamothe**, Tal. Pannel, Dist. Raigad, containing by admeasuring about **300.00 Sq. Mtrs.** or thereabout and bounded as follows.

On or towards the North by : Plot No. 21

On or towards the South by : 11.00 Mtrs.wide Road

On or towards the East by : Plot No. 47+48

On or towards the West by : Plot No. 45(A)

Property Details:-

Flat No. _____, _____ **Floor**, admeasuring about _____
Sq. Ft. [_____ Sq. Mtrs.] usable Carpet area as per RERA
Act & Terrace Area _____Sq. Ft. [_____ Sq. Mtrs.]
and the Allottee/Purchaser hereby entitled to utilize the area of
enclosed **Balcony & Service Slab** within the said Flat in the building
known as **“Asian One”** to be constructed on **Plot No. 46, Sector-35**,
at **Kamothe**, Tal. Pannel, Dist. Raigad.

SECOND SCHEDULE

SPECIFICATION AND AMENITIES

FLOORING

- 2"× 2" vitrified flooring in all rooms.

KITCHEN

- Marble kitchen platform with stainless steel sink.
- Modern concept glazed tile dado kitchen platform up-to window top level.

TOILET

- Concealed plumbing with good quality, Sanitary fitting.
- Good quality plumbing fitting.
- Modern concept upto door top level height decorative glazed tiles with W/C & Bath.
- Ceramic tile flooring in bath & W/C
- One light point in W/C and Bath

WATERTANK

- Under ground and overhead tank with storage Capacity approved by CIDCO authority.

DOOR

- Decorative type main door with wooden frame Good quality fitting & fixtures.
- Flush Door with wooden frame in bedroom.
- Modern concept PVC Door with marble Door Frame in bath & W/C.

WINDOW

- Aluminium sliding window with marble frame all four sides.
- Alluminium louvers in Bath & W/C.

ELECTRICAL

- Concealed copper wiring with decorative branded switches.
- T.V. cable point in living Room.

PAINTING

- Wall putty internal wall with ceiling.
- Good quality internal & external painting.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands this day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

By the within named ‘**The Promoter/Developer/s**’
M/s. Asian Builders & Developers
through its authorized Partner
1.Shri. Shivji Amba Gami

2. Shri. Mahesh Shivji Gami

In the presence of.....

- 1.
- 2.

SIGNED, SEALED AND DELIVERED

By the within named ‘**The Allottee/Purchaser**’
1) -----
2) -----

In the presence of.....

- 1.
- 2.

RECEIPT

RECEIVED amount of Rs. /- (**Rupees**
..... **Only**) by Cheque from **1) Mr.**
..... **2) Mrs.**, the
Allottee/Purchaser/s being the part payment for the sale of **Flat No.**
_____, _____ **Floor**, admeasuring about _____ **Sq. Ft.**
[_____ Sq. Mtrs.] usable Carpet area as per RERA Act &
Terrace Area _____Sq. Ft. [_____ Sq. Mtrs.] and the
Allottee/Purchaser hereby entitled to utilize the area of enclosed
Balcony & Service Slab within the said Flat in the building known as
“**Asian One**” to be constructed on **Plot No. 46, Sector-35**, at
Kamothe, Tal. Panvel, Dist. Raigad

Mode of Payments:

Sr. No.	Ch. No.	Date	Bank Name	Amount
			Total -	

I/WE SAY RECEIVED

Rs./-

M/s. Asian Builders & Developers
through its authorized Partner

1. Shri. Shivji Amba Gami

2. Shri. Mahesh Shivji Gami

WITNESSES:-

1. _____

2. _____