

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this ____ day of _____, 2022;

BETWEEN

M/S. NEW S D INFRA BUILDERS AND DEVELOPERS, PAN NO. AASFN5430F having office at: Shop No.6, Plot No.3B, Sham Shrushti Apartment, Sector – 17, Kamothe, Taluka Panvel, Dist. Raigad – 410206, hereinafter referred to as “**the PROMOTER/DEVELOPERS**” (Which expression shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner) **OF THE FIRST PART;**

AND

1) **MR.**_____, Age: ____ years, Pan No.:_____, and
2) **MR.**_____, Age: ____ years, Pan No.:_____, all residing at _____, hereinafter referred to as the “**ALLOTTEE/PURCHASER/s**”, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART;**

AND

MR. SHAILESH VISHNU PATIL, Pan No. CPWPP0437H residing at House No.1065, at Vaghivali Vada, Post – Pargaon, Taluka – Panvel, Raigad – 410206, hereinafter referred to as the “**THE ORIGINAL LICENSEES/CONFIRMING PARTY**”, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE THIRD PART.**

WHEREAS:

(a) **THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED**, is a company incorporated under the Companies

Act, 1956 (I of 1956) (hereinafter referred to as “THE CORPORATION”) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai- 400 021. The Corporation has been declared as a New Town Development Authority under the provisions of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as “THE SAID ACT”) for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

- (b) The Corporation, as a part of the development, of Navi Mumbai has decided to establish an International Airport namely “Navi Mumbai International Airport” with the approval of the State and Central Government.
- (c) Except for land(s) already in possession of the Corporation, the remaining private land(s), require for the project, were notified for acquisition before 01.01.2014 under the erstwhile Land Acquisition Act, 1894 (hereinafter referred to as the “LA ACT, 1894”) by the state Government.
- (d) The Right to fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as the LARR ACT, 2013) came into force w.e.f. 01.01.2014 replacing the LA Act, 1894. Although the land for the Project was notified under the LA Act, 1984, awards under section 11 of the LA Act, 1894 have not been declared for certain lands as on 01.01.2014. The determination of compensation for such lands shall be in conformity with the LARR Act, 2013.
- (e) Pursuant to Section 108 (1) and 108 (2) of the LARR Act, 2013, the State Government vide Govt. Resolution Urban Development Department No. CID-1812/CR-274/UD-10 dated 1st March, 2014 (hereinafter referred to as the “G.R.

dated 01.03.2014”) has, in lieu of monetary compensation, provided for higher and better compensation in the form of development plots to the land owners, whose lands are to be acquired for the Project. Accordingly, the Corporation is obliged to allot a plot to the land owner concerned if he has opted for compensation in the form of developed plot in lieu of Monetary Compensation.

- (f) There are some structures erected on the land already acquired and in possession of the Corporation. These structures are also required to be shifted due to the project. The State Government Resolution of Urban Development Department No. CID-1812/CR-274/UD-10 dated 28th May, 2014 (hereinafter referred to as “G.R. dated 28.05.2014”) has taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a Special Case. In accordance with the Government Resolution Revenue and Forest Dept. No. RPA-2014/CR-52/R-3 Dated 25th June 2014 (hereinafter referred to as the “G.R. dated 25.06.2014”) the District Rehabilitation officer has authorized to determine the eligibility of the structure owners, whose structures are situated on the land possessed by the Corporation and required to be shifted as stated hereinabove, with the approval of the Collector Raigad. As per G.R. dated 25.06.2014, the plots are to be allotted by the corporation as per the applicable provisions of G.R. dated 01.03.2014, G.R. dated 28.05.2014 and as per circular issues by the Corporation bearing no. “CIDCO/Vya.sa./Aa.Vi.Ta./2014” dated 19.09.2014 and as determined by the District Rehabilitation Officer Raigad, with the approval of the Collector Raigad, or as per the award declared by the Deputy Collector (Land Acquisition), as the case may be.
- (g) The land hereinafter mentioned, owned by the licensees was notified for acquisition under the Land Acquisition Act. The landowner has opted for a developed plot in lieu of monetary compensation. This development plot will be allotted by the Corporation, on lease, as per the provisions, terms and conditions under the Navi Mumbai Disposal of Land (Allotment of Plots to Airport Project

Affected Persons for Navi Mumbai International Airport and purposes allied thereto) (Amendment) Regulations, 2015 and Navi Mumbai Disposal of Land Regulations 2008 and as per GR dated 01.03.2014. Accordingly, the DY. Collector (Land Acquisition), Metro Centre No.1 Panvel, who is an officer delegated with the powers under the LA Act, 1894 by the State Government, declared Award under the LA Act, 1894, specifying therein, the area of the plot to be allotted to the licensee in lieu of monetary compensation as per the option and consent given by him.

Details of land acquired along with structures standing thereon as per Award

Village	Taluka & District	Award No.	S. No./ H. No.	Area Acquired (H.A.)	Name of the Awardee
VAGHIVLIVADA	Panvel Raigad	VAW-ICOGS-8	131/B/0	136.65	Mr. Shailesh Vishnu Patil

Relevant details of the Structure(s)

Award No.	Name of the Structure Owner	Building No. as per survey	Structure No. as per survey	Use of Structure	Area admissible for determining eligibility	Area of the plot to be allotted
VAW-ICOGS-8	Mr. Shailesh Vishnu Patil	8	VV-65	Residential	136.20	410

- (h) As per directives and policies of the State Government, referred to hereinabove and as per the award declared by the Dy. Collector (Land Acquisition) concerned, the Corporation has allotted to the Licensee, vide its allotment letter No.2015/2788 dated 31/07/2015, a piece and parcel of land bearing Plot No.120, admeasuring about 410 Sq. Mtrs., Sector R5, lying, being and situated at Village:

Vadghar, Node: Pushpak, Tal: Panvel and Dist: Raigad (hereinafter referred to as **“the said land”**), which is written hereinafter and more particularly described in SCHEDULE I (hereinafter referred to as the said Plot”) for the purpose of constructing a building or building on the terms and conditions hereinafter contained.

Description of Land allotted

Place/Node	Plot No.	Sector No.	Area in Sq. Meters
Pushpak Vadghar	120	R5	410

- (i) The licensee has, before the execution of this Agreement paid to the Corporation on 10/01/2018 a sum of Rs.60/- (Rupees Sixty Only) being “Lease Rent” for the period of 60 (Sixty) years at the rate of Rs.1/- per annum as per the letters from the Urban Development Dept. bearing No.CID-1812/CR-274/UD-10 Dated 18th August, 2014 and No. CID- 1812/CR-274/UD-10 Dated 06th October, 2015.
- (j) An Agreement to Lease dated 10/01/2018, executed between the City and Industrial Development Corporation of Maharashtra Ltd., of the One Part and Mr. Shailesh Vishnu Patil, (hereinafter referred to as the **“the Original Licensee”**) of the Other Part, therein called as “the Licensee” as per the terms and conditions mentioned in the said Agreement to Lease. The same is duly registered before the Sub Registrar of Assurance at Panvel on 15/01/2018 under its Registration Document Serial No.PVL-3/411/2018 (hereinafter referred as the said **“Lease Agreement”**)
- (k) On payment of the entire lease premium & execution of Lease Agreement, the Corporation handed over the possession of the said Plot to the Original Licensees.

- (l) The said Original Licensees (the Confirming Party) by virtue of the Development Agreement dated 05/07/2021 has sold, transferred and assigned all his development rights, title, interest and benefits of the said land in favour of the PROMOTER herein and the same is duly registered with the Sub-Registrar of Assurances at Panvel, vide its Registration Receipt No.11816 and Registration Document Serial No.PVL-3/10549/2021 on 05/07/2021 (hereinafter referred to as **“the said Development Agreement”**). The original Licensees also executed a separate Power of Attorney dated 05/07/2021 duly registered in the office of the Sub Registrar of Assurance at Panvel; vide its Registration Receipt No.11817 and Registration Document Serial No.PVL-3/10550/2021 dated 05/07/2021 in favour of the Promoter/partners of the Promoter firm (hereinafter referred to as **“the said Power of Attorney”**) in pursuance to the said Development Agreement
- (m) By virtue of the said Development Agreement and Power of Attorney, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Land in accordance with the recitals hereinabove;
- (n) The Promoter is in possession of the project land;
- (o) The Promoter has proposed to construct on the project land having 1 Building and 1 ground floor and 4 upper Floors;
- (p) The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said “Apartment”) in the _____ wing of the Building called **“DATTU NIWAS”** (herein after referred to as the said “Building”) being constructed by the Promoter;
- (q) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (r) The Promoter has registered the Project under the provisions of the Act with the

Real Estate Regulatory Authority at _____ on _____

- (s) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- (t) By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- (u) On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. Ackruti Architect and Engineers** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (v) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;
- (w) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1;
- (x) The 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 have been annexed hereto and

marked as Annexure C-2;

- (y) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;
- (z) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (aa) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- (bb) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (cc) The Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor in wing _____ situated in the building No. _____ being constructed in the said Project,
- (dd) The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the

apartment.

- (ee) 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;
- (ff) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- (gg) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra bearing no. _____, authenticated copy is attached in Annexure “F”;
- (hh) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment and the garage/covered parking (if applicable).

NOW THEREFORE, 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 1 ground plus 4 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.

- 1(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.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.
- (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. _____ /-.

(iv) The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose. The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

(iv) The Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Apartment. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

- 1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____ /-
- 1(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 :-
- i. 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.
 - iii. 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.

vii. 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.

viii. 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.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, Swachh Bharat Cess, any other Cess or any other similar taxes which may be levied any time, hereinafter 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.

- 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(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.
- 1(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 1(a) of this Agreement.

- 1(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 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 in 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 till conveyance/assignment of leasehold rights.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment 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 10% of the total consideration amount as forfeiture charges and as pre-determined liquidated damages and the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement 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 of _____ 20____. 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, 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 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/:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment 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 to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 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, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

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) 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. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time

period shall stand extended accordingly.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer 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, initiate the transfer 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 which shall be paid in advance for _____ months on/before possession of the Apartment. 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.

(All the aforesaid amounts to be decided by the Promoter at the time of possession, on actual amount incurred/to be incurred)

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;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report, if any;
- 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, if any;

- 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 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 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.

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

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

Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof,
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 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.
- 15A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment.

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 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/.

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, in case of a transfer, as the said obligations go along with the Apartment 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 to the total carpet area of all the Apartments 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. NEW S D INFRA BUILDERS AND DEVELOPERS

Shop No.6, Plot No.3B, Sham Shrushti Apartment,
Sector – 17, Kamothe, Taluka Panvel, Dist. Raigad – 410206
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.

SCHEDULE - I

THE SAID LAND ABOVE REFERRED TO

All that piece and parcel of Land bearing Plot No.120, admeasuring about 410 Sq. Mtrs., Sector R5, lying, being and situated at Village: Vadghar, Node: Pushpak, Tal: Parnel and Dist: Raigad and bounded as follows:

On or Towards the East	:	Plot No. 119
On or Towards the West	:	Plot No.121

On or Towards North : Plot No.114 & 115
On or Towards South : 11 Mtr. Wide Road

THE SECOND SCHEDULE

SAID APARTMENT ABOVE REFERRED TO:

Flat No. _____ on the _____ residential floor of the New Building (counting from ground level) named “**DATTU NIWAS**” which is constructed in or upon the above referred said Land, which apartment is shown on the floor plan thereof as Annexure 'D',

AMENITIES

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS
THIS ____ DAY OF _____ 2022 AT _____.

THE COMMON SEAL OF THE WITHIN NAMED “PROMOTER”

M/S. NEW S D INFRA BUILDERS AND DEVELOPERS

through its Partners,

1) _____



Sign

Photo

Left Thumb

2) _____



Sign

Photo

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SIGNED & DELIVERED BY THE WITHIN NAMED CONFIRMING PARTY

1) MR. SHAILESH VISHNU PATIL,



Sign

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SIGNED & DELIVERED BY THE WITHIN NAMED “ALLOTTEE/S”

1)



Sign

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2)



Sign

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In the presence of

1)



Sign

Photo

Left Thumb

2)



Sign

Photo

Left Thumb

RECEIPT

Received an amount of Rs. _____/- from Allottee/s towards
part payment of total consideration as mentioned above in following manner;

Date	Amount (Rs.)	Cheque No.	Name of the Bank

Draft without prejudice

I say received

M/S. NEW S D INFRA BUILDERS AND DEVELOPERS

(Through its Partner)