

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

RERA DRAFT BY "Babasaheb Bhosale" OF "BHOSALE IRIS"

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made _____
at KHARGHAR, NAVI MUMBAI on this _____ day of _____
2017 BETWEEN "SHRI. **BABASAHEB MAHADEV BHOSALE**" all-Adults,
Indian Inhabitants, having office address at 102, Anant
Building, Plot no. 31, sector -4, above Vodafone and Axis Bank,
Kharghar, Navi Mumbai - 410210, hereinafter referred to as
"Promoter" (which expression shall unless it be repugnant to
context or meaning thereof be deemed to mean and include their
successor or successors and assign or assignees) of the "ONE
PART"

AND

A) _____
 Indian Inhabitant residing at _____

 _____ hereinafter referred to as "**THE ALLOTTEE**" (Which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the "**OTHER PART**".

WHEREAS:

1. The City and Industrial Development Corporation of Maharashtra Limited, a company incorporated under the companies Act of 1956 (I of 1956) and having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai-400 021, (hereinafter referred to as "THE CORPORATION") is the New Town Development Authority declared for the area designated as a site for the New Town of New Bombay by the Government of Maharashtra in exercise of its powers under Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXII of 1966, hereinafter referred to as "The said Act")
2. The State Government has acquired land and vested the lands in the Corporation for development and disposal.
3. The Corporation laid down plots at Ulwe node, Navi Mumbai Tal. Panvel, Dist. Raigad in its 12.5% Scheme, ____ at Ulwe node, Tal. Panvel, Dist Raigad, Navi Mumbai on one of such piece of land so acquired by the State Government in the Corporation for being leased to its intending leases.
4. By an Agreement to Lease dated 08/07/2008 & 09/06/2008 made between the Corporation (therein referred to as "THE CORPORATION") of the one part and **A)** 1) SHRI HARI

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

KASHINATH GONDHALI & 2) SHRI DAYA KASHINATH GONDHALI **B)** 1) SMT. CHANGUNABAI BEDKYA PATIL. (therein referred to as "THE LICENSEES") all adults, Indian Inhabitants, residing at Ulwe , hereinafter referred to as the said "OWNERS" of the "other part" (hereinafter referred to as the said Agreement to Lease"), the corporation has agreed to lease two plot bearing Plot No. 53 & 54 , each admeasuring about 149.89 Sq.mtrs., aggregating 299.78 sq.mts. or thereabout in its 12.5% Scheme at Ulwe node, in Sector - 20, Ulwe, Navi Mumbai, Tal Panvel, Dist. Raigad (hereinafter referred to as the "Said Plot") to aforesaid OWNERS i.e. the "THE LICENSEES" referred to above in consideration of a premium of Rs. 2,100/- & 2,325/- each as agreed to be paid by the aforesaid LICENSEE to the Corporation subject to observance of the terms and conditions mentioned in the said Agreement to Lease, which Amount of premium of Rs. 2,100/- & 2,325/- each (Rupees. Two thousand, one hundred & Two thousand, three hundred, twenty five each only) the LICENSEES have paid in full to the Corporation and the Corporation granted permission or license to the aforesaid LICENSEE to enter upon the said Land for the purpose of erecting a building or buildings thereupon. The said agreement to lease was registered with Sub-Registrar, Panvel-3 on 08/07/2008 & 09/06/2008, under serial No.:- 6679 doc. No.- PVL3-06504-2008 & Serial no. :- 5749, Doc. No.- PVL3-05578-2008 Respectively.

5. The OWNERS have due to their domestic difficulties agreed to sell, convey, transfer, assign their all rights, titles and interest in/or benefits under the said agreement to lease dated **08/07/2008 & 09/06/2008** pertaining to the said plot, hereinafter referred to as " the project land" to the Promoter for consideration, and by **TRIPARTITE AGREEMENT** dated **01/10/2008 & 30/09/2008** made between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED as Party of FIRST PART and the aforesaid LICENSEE / OWNER **A)** 1) SHRI HARI KASHINATH GONDHALI & 2) SHRI DAYA KASHINATH GONDHALI **B)** 1) SMT. CHANGUNABAI BEDKYA PATIL referred to

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

above as party of "SECOND PART" (hereinafter referred to as "the Vendor") and **"BABASAHEB MAHADEV BHOSALE"** adult, Indian Inhabitant, having office address at 102, Anant Building, Plot no. 31, Sector - 4, above Vodafone & Axis bank, Kharghar, Navi Mumbai - 410210, as party of "THIRD PART" (hereinafter referred to as "the Promoter") as the "THE NEW LICENSEES", the aforesaid LICENSEES/OWNERS have transferred, conveyed, assigned and alienated, relinquished and released all their rights, titles, benefits, interest, claims or demands of whatsoever in and upon the said plot and in and upon the said agreement to lease dated , in favor of the New Licensees / Promoter. The aforesaid TRIPARTITE AGREEMENT dated 01/10/2008 & 30/09/2008 was registered with Sub-Registrar Panvel- 3, under serial No. 7571 & 7529 of the day. The CIDCO LTD. Wide his order No. CIDCO/Estate /NA /12.5%scheme/Ulwe /813/2008 & CIDCO/Estate /NA /12.5%scheme/Ulwe /1493/2008 substituted the said DEVELOPERS as **"NEW LICENSEE"** for the aforesaid "original licensee / Owners" in the said agreement to lease dated 08/07/2008 & 09/06/2008, with all the rights, obligations, liabilities, benefits and equities accordingly thereunder. Thereabout more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "the project land").

6. The Owners have also delivered vacant and peaceful possession of the aforesaid plot to the said Promoter on
7. The said Promoter are in actual, physical possession of the said Plot and otherwise well entitled to deal with and dispose off the said Plot.
8. The Town Planning Officer (TPO) (Navi Mumbai & Khopta) of City & Industrial Development Corporation of Maharashtra Limited hereinafter referred to as the said CIDCO Ltd. has sanctioned the plan for proposed residential building on the said property by commencement certificate vide his order No. CIDCO//BP-12926/TPO(NM & k)/2015/496 dated.

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

07/05/2015, Revalidation of Commencement Certificate vide his order No. _____ dated _____, Plinth Completion Certificate for vide his order No. CIDCO//BP-12926/0815/0234 dated 16/12/2015, and First Habitable Floor Completion Certificate vide order No. _____ dated _____. As per the aforesaid development permission the Promoter are entitled to enjoy upon to construct a building on the said property in accordance with the said order (hereinafter referred to as the said plans). All the copy of Development permission (mentioned above) granted by Town Planning Officer(BP), Navi Mumbai & Khopta, of CIDCO Ltd. (i.e; **"commencement certificate"**) is hereto annexed and marked as **ANNEXURE "C-1"**.

9. **AND WHEREAS:**

The Promoter are entitled and enjoyed upon to construct building on the said land in accordance with the recital herein above.

10. **AND WHEREAS:**

The Promoter has proposed to construct on the project land and the said project shall be known as **"BHOSALE IRIS"**. This project having single building. The building is Ground plus Four floors. The building consisting Stilt parking in ground floor. From 1st floor to Fourth floor residential units. Hereinafter referred as "Said Project".

11. **AND WHEREAS:**

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;

12. **AND WHEREAS:**

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

The promoter has registered the Project under the Provisions of the Act with the real Estate regulatory Authority at Mumbai _____ no _____; authenticated copy is attached in **Annexure 'F'**;

13. AND WHEREAS:

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 Engineers till the Completion of Building.

14. AND WHEREAS:

By virtue of the Triparty Agreement the Promoter has sole and exclusive right to sell the Apartments in the said Building to be constructed by the Promoter on the project Land and to enter into Agreement with the allottee(s)/s of the Apartmentss to receive the sale Consideration in respect thereof;

15. AND WHEREAS:

On demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of the title relating to the said Property viz. Certificate of the Title issued by the advocate of Promoter, agreement to Lease, Tripartite agreement made with OWNERS of the said Property, the final order issued by the Estate Manager(Town Services) order No. CIDCO/Estate/NA/12.5%/813/2008 & CIDCO/Estate/NA/12.5%/1493/2008 dated 03/10/2018 declaring the ownership of Promoter, the said order of the Town Planning Officer (BP),Navi Mumbai & Khopta, of CIDCO Limited for the commencement certificate, subsequent order issued by Town Planning Officer (Building Permission) for Revalidation of Commencement Certificate, plinth completion Certificate, the model agreement and the plans, design and specification prepared by the Promoters Architect/Structural Designer and such other documents as

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

are specified under the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

16. **AND WHEREAS:**

The authenticated copies of **Certificate of Title** issued by Adv. Mukesh Prabhakar Pachpute, advocate of the Promoter is annexed hereto and marked as **Annexure 'A'** has been inspected by the Purchaser/s. Authenticated copies of Manager (Town Services) CIDCO Ltd., Navi Mumbai declaring the ownership of Promoter Wide his order No.CIDCO/Estate/NA/12.5%scheme/Ulwe/813/2008 & CIDCO/Estate/NA/12.5%scheme/Ulwe/1493/2008 dated 03/10/2008 and Index II of Tri-party Agreement building is annexed hereto and marked as **Annexure 'B'**.

17. **AND WHEREAS:**

The authenticated copies of the plans of the building/Layout as approved by the concerned Local Authority that is CIDCO Ltd. And "Commencement Certificate" have been annexed hereto and marked as **Annexure "C-1"**.

18. **AND WHEREAS:**

The authenticated copies of the demarcation plan of the plot and the authenticated copy of the Ground floor plan approved by the concerned Local Authority i.e. Cidco Ltd and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure "C-2"**.

19. **AND WHEREAS:**

The authenticated copies of the plan of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority i.e. CIDCO Ltd. and specifications of the Apartment proposed to be provided by

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

the promoter for the Apartment has been annexed and marked as **Annexure "D"**.

20. **AND WHEREAS:**

The Promoter has got some of the approvals i.e. "Commencement Certificate" 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 Occupation Certificate of the said Building.

21. **AND WHEREAS:**

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.

22. **AND WHEREAS:**

The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

23. **AND WHEREAS:**

The Allottee has applied to the Promoter for allotment of an Apartment No.---- on----floor situated in the **"BHOSALE IRIS"** building constructed on plot no.53 & 54 , Sector-20, Ulwe node, Navi Mumbai.

24. **AND WHEREAS:**

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

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, area under services shafts, exclusive balcony appurtenant to the said 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.

25. **AND WHEREAS:**

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

26. **AND WHEREAS:**

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.

27. **AND WHEREAS:**

The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai, no. _____

28. **AND WHEREAS:**

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

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 Apartment and the covered parking.

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 consisting of ground floor stilt parking and Residential from First Floor TO **4th** upper floors (Total G + 4 stored building) 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 modification 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 **1 Living, Kitchen & Study (1LKS)** of carpet area admeasuring _____sq. mtrs on _____ floor in the building "_____" having _____ (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. _____ (Rupees _____) including Rs. _____ being the proportionate price of the common areas and facilities admeasuring about _____

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

sq. Mtrs. appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should shown separately).

ii) 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 _____ stilt and being constructed in the Layout for _____ the consideration of Rs. _____/-

iii) The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sale to the Allottee Exclusive appurtenant Balcony, Terrace, Flower bed and cupboard area admeasuring _____ sq. mtrs. Of the premises for a consideration of Rs. _____ (_____) thereof hereto annexed and marked Annexure "D"

1(b) The Total aggregate consideration amount (1a(i)+1a(ii)+1a(iii)) for the Apartment including 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. _____/- (_____) 20% of the total cost of consideration (not exceeding 30% of the Total Consideration) to be paid to the Promoter after the execution of the Agreement
- ii. Amount of Rs. _____/- (_____) 15% of the total cost of consideration (Not exceeding 45% of the total consideration) to be paid to the promoter on completion of the Plinth of the building in which the said Apartment is located.

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

- iii. Amount of Rs____/- (_____)23% of the total cost of consideration (Not exceeding 68% of the total consideration) to be paid to the Promoter on completion of the slabs and part stilts of the building in which the said Apartment is located.
- iv. Amount of Rs____/- (_____)2% of the total cost of consideration (Not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs and stilts of the building in which the said Apartment is located.
- v. Amount of Rs.____/- (_____)5% of the total cost of consideration (Not exceeding 75% of the total consideration) to be paid to the promoter on completion of the Walls(1.3%), completion of the internal Plaster(1.3%), completion of the floorings(1.3%), completion of the doors and windows(1.1%) of the said Apartment.
- vi. Amount of Rs.____/- (_____)5% of the total cost of consideration (not exceeding 80% of the total Consideration) to be paid to the Promoter completion of Sanitary fittings(1.3%), completion of Staircases(1.3%), completion of lift wells(1.1%), completion of lobbies(1.3%) up to the floor level of the said Apartment.
- vii. Amount of Rs. ____/- (_____)5% of the total cost of consideration (Not exceeding 85% of the total consideration) to be paid to the promoter on completion of the external plaster(2.9%), completion of the external plumbing(1%), completion of the elevation(0.10%), completion of the terraces with waterproofing(1%)of the building in which the said Apartment is Located.
- viii. Amount of Rs. ____/- (_____)10% of the total cost of consideration (Not exceeding 95% of the total consideration) to be paid to the promoter on completion of the lifts(2%), water pumps(0.50%), electrical fittings(2%), electro mechanical and environment requirements(0.50%), entrance lobby/s(0.50%), plinth protection(2%), completion of the internal and external painting(2%), paving of area appertain and all other requirements(0.50%) as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
- ix. 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 excludes Taxes (consisting of tax paid or payable by the promoter by way of Value Added Tax, Service Tax, GST and Cess, local taxes if any or any other similar taxes which may be levied, in connection with the

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

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 escalation/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, in its sole discretion and as per contractual understanding between parties convey to the allottee that payment of any installments if made in advance shall be adjusted to the next installments as per payment schedule mentioned above. No interest shall be paid by the Promoter for such advance payments made by the allottee or by housing finance companies/banks etc on behalf of allottee.
- 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 the 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

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from 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 due 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 payment in any manner.

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 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 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 1.5 square meters only and Promoter has utilized Floor Space

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

Index of 1.497 and the Promoter has planned to utilize Floor Space Index of 1.5 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 informed/disclosed to the Allottee about the proposed Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for Completing the project and handing over the Apartment 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

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

payment of installments/reminders, 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 (If) provided by the Allottee or Under Certificate of Posting, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

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 May, 31st day of 2018. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

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, terrorism, civil commotion, flood, drought, fire, cyclone, earthquake or act of God or any calamity by nature affecting the regular development of the said project ("Force Majeure").

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) circumstances beyond the control of the promoters.

(iv) Extension of time for giving possession as may be permitted by the regulatory authority under Real Estate (Regulation and Development) Act 2016, for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law, or tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by authority.

If, however, the completion of the project is delayed due to the Force Majeure conditions the allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

Force Majeure conditions, the this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 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 fulfillment 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 promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee shall be solely responsible for the same.
- 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, property tax, Service charges, Electricity charges and any other expenses and outgoing in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

- 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. This warranty is applicable only if after occupying the Apartment the allottee shall maintain the Apartment in the same condition as it was handed over to him by the promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and / or beams and/or slabs of the building, or damaging the stability of the structure of the building, alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, intentionally or due to negligence, with or without

the permission of the competent authority and / or society or association /company. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Occupants, vagaries of nature etc.

That it shall be responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the allottee end before the defect liability period and such warranties are covered under the maintenance of the said unit/building, and if the annual maintenance contracts are not done/renewed by the allottee/s the Promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintain and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities where ever applicable. That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building includes minor hair line cracks on the external and internal wall sexcluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to the either bad workmanship or structural defect. Further, in the following cases where the allottee (i) installs air-conditioners on the external walls haphazardly which may

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

destabilize the structure drilling holes in beams to carry conducts of air conditioners (ii) Allottee and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartments, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the promoters shall become void.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any business for the user specified herein only and for no other purpose whatsoever. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws 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 organization 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 maybe, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid,

cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building 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 out goings 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. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional Monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

lease being executed for the structure of the building 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 (12 months) 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
 - (vii) Rs.charges payable to CIDCO like Maveja, Service Charges, transfer charges and/or any other charges levied by competent authority.
 - (viii) Rs..... monthly maintenance charges.

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.

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

12. At the time of registration of conveyance or Lease of the structure 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. 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. The Allottee hereby agrees to pay the proportionate charges to CIDCO or local body to change the lease hold land to freehold land if CIDCO/Government allows the same.

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;

- 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 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 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 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 assignment of lease/ 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, till the possession of the Apartment is handed over.
 - 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 tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parda 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 there of or whereby any increased premium shall become payable in respect of the insurance. To pay the premium of title insurance after Occupancy Certificate/Possession of Apartment is responsibility of the Allottee. If allottee/s fail to continue the title insurance they are responsible for the perpetual title of the Land.

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

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

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.

xii. 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.

xiii. That the parking spaces sold to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking vehicle of not more than 3 tones of load and not more than 2.1 meter height. That this has been clearly aware to the Allottee and the same has been agreed by the Allottee to follow.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said 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, open 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

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

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/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 there under 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

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

made there under 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 or 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 _____.
(Place)

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

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

Name of Allottee :

(Allottee's Address)

Notified Email ID:_____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address or e-mail ID 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

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration:- The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed/deed of assignment which is to be executed by the Promoter in favor of Allottee/s or association/society i.e. organization as may be formed in which the Allottee/s will be the member.

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 Arbitration under the Arbitration and Conciliation Act, 1996 and thereafter to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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 only will have the jurisdiction for this Agreement

32. It is brought to the notice of the Allottee/s that the electric meters of all the Premises in the said Proposed Buildings as well as the water meter will be in the name of the Promoter/s herein and the Allottee/s and /or the said Body shall get the same transferred in their favour and the Promoter/s herein will grant the No Objection as and when required.

33. Over and above the consideration and other amounts payable by the Allottee/s, the Allottee/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

the date of this Agreement to the NMMC/CIDCO and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoter/s, however, the same would be reimbursed by the Allottee/s to the Promoter/s in proportion of the area of the said Apartment to the total area of all the premises being constructed as a part of the Proposed Buildings on the said Property.

34. The Allottee/s is/are further made aware that potable water supply is provided by the CIDCO and other concerned government authorities, and shall be made available to the said Proposed Buildings as per the supply received from such authorities. It is clarified that the Promoter/s has not represented to the Allottee/s or undertaken to the Allottee/s that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
35. It is also agreed and understood that the Promoter/s shall only pay the Assessment/Property tax for the unsold Apartments in the said Buildings and will pay Rs 100/- (Rupees Hundred Only) per unit towards monthly maintenance charges.
36. Further the Promoter and the Allotees agree that the Promoter can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.
37. The Allottee/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the

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

38. If the Allottee/s, before being put in possession of the said Apartment, desire/s to sell or transfer his/her/their interest in the said Apartment or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoter/s in that behalf. In the event of the Promoter/s granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter/s such sums as the Promoter/s may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.
39. All obligations of the Allottee/s and covenants made by the Allottee/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Apartment may come.

40. Notwithstanding anything contained herein, the Promoter shall, in respect of any amount remaining unpaid by Allottee/s under the terms of this Agreement, have a first lien and charge on the said Apartment agreed to be purchased by the Allottee/s hereunder.
41. Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Allottee/s shall not be constructed as a waiver on the part of the Promoter/s or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice any rights of the Promoter/s hereunder or in law.
42. The said building shall always be known as **"BHOSALE IRIS"**. The name of the Co-operative Society Limited or Company or legal body to be formed by the Allottee/s shall bear the same name or any other name but building name shall not be changed and the Allottee/s covenants with the Promoter that the name of the building shall always remain as **"BHOSALE IRIS"**.
43. It is hereby agreed that the Promoter will be entitled to sell the premises, in the said building for the purpose of using the same for Banks, Dispensaries, Nursing Home, and/or Maternity House, Coaching classes and for other business purpose and the Allottee/s shall not object to the use of the Flats for the aforesaid purpose by the Purchaser thereof.
44. In the event of any portion of the said property being required by the Electricity board for putting an electric Sub-station, the Promoter shall be entitled to give such

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

portion to any other person for such purpose on terms and conditions as the Promoter shall think fit.

45. In the event of the any portion of the property being notified for setback prior to the transfer of the property to a Co-operative Housing Society the Promoter alone shall be entitled to receive the amount of compensation for set-back of land.
46. The Promoter shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to CIDCO / Corporation MIDC concerned/Local authority concerned, causing delay in giving/supplying permanent water connection, Electricity connection, Drainage Connection or such other service connections necessary for using /occupying the Premises.

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.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that pieces or parcels of lands or ground hereditaments bearing Plot No. **53 & 54**, admeasuring each 149.89 Sq.mtrs. and aggregate of 2 plots is 299.78 sq.mts. or thereabout lying being and situated in Ulwe Node in Sector No.**20**, in Ulwe, Tal. Panvel, Dist. Raigadin 12.5% scheme, at Ulwe Node, Tal.Panvel, Dist. Raigad, within the limits of Panvel Taluka Panchayat Samitee within the Registration District- and Division Raigad, Sub-District and Sub-Registrar Panvel and bounded as follows:-

On or towards the North by: Plot no. -52

On or towards the South by: Plot no. -55

On or towards the East by : Plot no. -9 mtr wide road

On or towards the West by : Plot no. - 46-49

THE SECOND SCHEDULE ABOVE REFERRED TO:

Building consists of Single Building. Having staircases.
 The ground floor is stilt area (covered parking). From 1st
 floor to 4 floor residential area.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At on

in the presence of WITNESSES:

1. Name

Signature

2. Name

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory) WITNESSES:

Name

Signature _____

Name

Signature

SCHEDULE 'A'**APARTMENT :**

Plot area 299.78 m2, Plot no 53 & 54 , Sector 20 , Ulwe node,
 Navi Mumbai. Building known as "BHOSALE MARIGOLD".

Apartment number :

Floor :

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"

Bounded as follows:-

On or towards the North by: Plot no. -52

On or towards the South by: Plot no. -55

On or towards the East by : Plot no. -9 mtr wide road

On or towards the West by : Plot no. - 46-49

OVERED PARKING :

Parking number :

Floor :

bounded as follows:-

On or towards the North by: Plot no. -52

On or towards the South by: Plot no. -55

On or towards the East by : Plot no. -9 mtr wide road

On or towards the West by : Plot no. - 46-49

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT with boundary demarcation of
Apartment carpet area.

ANNEXURE - A

Name of the Attorney at Law/ Advocate,

Address :

Date:

No.

RE.:

Title Report

Details of the Title Report

The Schedule above referred to

(Description of Property)

Place :

Dated..... Day of20.....

RERA DRAFT BY "B. M. Bhosale" OF "Bhosale Iris"**ANNEXURE -B**

Index II of Triparty agreement and final order from Manager Town (Services) declaring ownership of Promoter.

ANNEXURE -C-1

(Authenticated copies of the plan of the building as approved by the concern Local Authority) Also Commencement Certificate.

ANNEXURE -C-2

(Authenticated copies of the plans of the demarcation plan & 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) - Ground Floor Plan.

ANNEXURE -D

Enlarge plan of Apartment allotted to the Allottee.

ANNEXURE - E**Specification and AMENITIES****FLOORING:**

Vitrified Tiles flooring in Living, Kitchen & Study room.

KITCHEN:

Granite Kitchen platform with stainless steel sink. Glazed tiles above kitchen platform up to beam bottom. Provision for Aqua Guard.

ELECTRIFICATION:

Concealed copper wiring with Good Quality switches. TV & Telephone point in Living room.

BATHROOM & WC:

Designer Glazed Tiles in WC and Bath up to beam bottom. Antiskid tiles in Bath.

WINDOWS:

Aluminum Sliding Windows with powder coating & Plain glass and granite framing to windows.

PLUMBING:

Concealed Plumbing with CP brass fitting in WC, Bath & Kitchen.

DOORS:

Decorative Main Door and Flush Door to study room.

PAINTING:

Internal Oil Bound Distemper Paint Finish. Acrylic Paint to the Building Externally.

LIFT:

One reputed Lifts. The cost of a lift is around Rs. 5,80,000/- (Rupees Five Lack, eighty thousand Only).

ANNEXURE -F

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

RECEIPT

Received of and from within named purchaser **Mrs.**_____ **and**
Mr._____ a sum of **Rs.**_____/-(Rupees _____
Only)being amount of token money / part payment / amount of
sale price in full of the said **Apartment No.**_____on ____on
____**floor**, of the said building to be constructed upon the said
property more particularly described in First Schedule written
hereinabove.

WE SAY RECEIVED RUPEES

()

For

"BABASAHEB MAHADEV BHOSALE"

WITNESS :

1) _____

2) _____

Place.