

AGREEMENT FOR SALE

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BETWEEN

M/S.DHARTI DEVELOPERS

... DEVELOPERS...

AND

MR. _____

... ALLOTEE / S

DATED _____ DAY OF _____, 2017

AT PANVEL

(FLAT NO. _____ IN BUILDING NO. _____, WING-_____)

GREEN ACRE PHASE-II)

AGREEMENT FOR SALE

This Agreement is made and executed at Panvel on this _____ day of _____ in the English Calendar Year of Two Thousand and Seventeen (2017)

BY AND BETWEEN

M/S. DHARTI DEVELOPERS., a partnership firm registered under the Partnership Act 1932, having **PAN: AAHFD7804J** and represented through its Partners namely (1) MR. VASANT DEVJI PATEL (PAN: AACPP3773D) (2) MR. RAMESH DEVJI PATEL, (PAN: AFYPP6307E) and (3) MR. ARVIND DEVJI PATEL (PAN: AFYPP6302B) all the partners above named are Adults Indian Inhabitants of Mumbai and running their business as Builders and Developers from their office at 701, Acropolis CHS Ltd., Plot No.28, Lokhandwala Complex, Andheri West, Mumbai-400053, hereinafter called as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners and/or their respective heirs, successors, survivors, executors, administrators, attorneys, legal representatives and/or the assigns) of the **ONE PART**;

AND

Mr. _____, aged _____ years, Occupation.: _____, holding PAN CARD No. _____ residing / having address at: _____

hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs, nominees, administrators, executors, successors and permitted assigns) of the **OTHER PART**.

WHEREAS originally Mr. Ramesh Devji Patel, Mr. Vasant Devji Patel and Mr. Arvind Devji Patel (the above named Partners of Dharti Developers, the Promoters herein) purchased that piece and parcel of agricultural land admeasuring 0H-43.5R equivalent to 4,350 Square Meters or thereabouts bearing Gut/Survey No.3 / 0 situated at Village Vakadi, Taluka Panvel, District Raigad from the then vendors namely Shri. Govind S. Mhatre and others under the terms and conditions as contained in AGREEMENT FOR SALE executed on 11th April 2012 which is registered with the office of Sub Registrar of Assurances at Panvel under Sr.No.PVL-1-04510 of 2012.

AND WHEREAS after procuring the requisite approvals in connection with the aforesaid agricultural land i.e. Gut No.3/0 of Village Vakadi, Taluka Panvel, District Raigad from the Appropriate Authorities concerned, the said Ramesh Devji Patel, Vasant Devji Patel and Arvind Devji Patel subsequently executed a SALE DEED on 10th October 2012 with vendors namely Shri. Govind S. Mhatre and others in respect of the said land. The said Sale Deed is registered with the office of Sub Registrar of Assurances at Panvel under Sr.No.PVL-3-10028 of 2012. Thus the said Ramesh Devji Patel, Vasant Devji Patel and Arvind Devji Patel became absolute owners or otherwise well sufficiently seized and possessed of the aforesaid land as Owners thereof and the said fact is also reflected in the revenue record under mutation entry no.1240 and extract of 7X12 relating to the said land.

AND WHEREAS said Owners viz. Ramesh Devji Patel, Vasant Devji Patel and Arvind Devji Patel by an Application dated 23/04/2013 to the District Collector, Raigad applied for change of user of the said land from agriculture to non-agriculture user. In response to their said application, the District Collector, Raigad after due process granted Non Agriculture permission/order dated 01/02/2014 bearing ref. no.मशा/एल.एन.ए.१(ब)/एस.आर.१९७/२०१३ and the said fact is mutated in the revenue records of Gut No.3/0 at Mutation Entry No.1277. Pursuant to the conversion of the Gut No.3/0 of Village Vakadi, Taluka Panvel, District Raigad from agriculture into non-agriculture user

generated out of the sale proceeds of the constructed flats, apartments and other units in the buildings to be constructed thereon. With the said intent they formed and registered a Partnership Firm namely M/s. DHARTI DEVELOPERS, the Promoters herein which is represented by three partners namely Mr. Ramesh Devji Patel, Mr. Vasant Devji Patel and Mr. Arvind Devji Patel. In order to carry out the intended development project of the said land lawfully and more efficiently, the said Ramesh Devji Patel, Vasant Devji Patel and Arvind Devji Patel further executed a SALE DEED as on 12th March 2014 on the terms and conditions as appearing in the said deed which is duly registered with the office of Sub Registrar of Assurances at Panvel under Sr.No.PVL-4-2898 of 2014.

AND WHEREAS in above said circumstances, the PROMOTERS herein thus became Owners and are fully seized, possessed of and well sufficiently entitled to that piece and parcel of non-agricultural land admeasuring 0H-43.5R equivalent to 4,350 Square Meters or thereabouts bearing Gut/Survey No.3/0 of Village Vakadi, Taluka Panvel, District Raigad which is more particularly described in the **First Schedule** hereunder written and hereinafter referred to as '**the said land**' or '**the project land**'. The PROMOTERS are in actual physical possession of the said Land and the same have been transferred in the name of the PROMOTERS in the office of the Revenue office, Records of Rights vide Mutation Entry No.1280.

AND WHEREAS in order to implement the proposed development project on the project land, the PROMOTERS have appointed the Architects M/s. Jeetendra Parmar & Associates at Panvel as their Architect for the preparation of Buildings' plans and other specifications to be constructed on the Project Land.

The PROMOTERS have also appointed R.C.C. Consultant Mehta Sawant Consulting Civil & Structural Engineers (A Pentacon Structural Consultants Pvt. Ltd.) at Thane as Structural Designer for the construction of proposed residential buildings that are to be

constructed on the project land under his structural designs and drawings in their supervision. The Promoters accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the buildings on the project land.

AND WHEREAS the project land falls within the limits of the NAVIMUMBAI AIRPORT INFLUENCE NOTIFIED AREA (hereinafter termed as 'NAINA' as abbreviation) where the City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter termed as 'CIDCO') is the Town Planning Authority. As required by said Planning Authority, the Promoters through their Architects have obtained NO OBJECTION from the Airport Authority of India on 09/04/2013 bearing ref. no. BT-1/NOC/ MUM/ 13/ NM/ NOCAS/ 151/ 496/1207 towards the construction of the proposed buildings on the project land.

AND WHEREAS the Promoters through their said Architects then submitted their lay-out plans and drawings in respect of three residential buildings comprising of various wings therein and CIDCO accordingly has sanctioned their said layout building plans and other specifications and granted development permission / Commencement Certificate bearing reference No. CIDCO/ NAINA/ Panvel/ Vakadi/ BP-119/CC/2015/789 dated 01/07/2015 in respect of the proposed Buildings project called **GREEN ACRE PHASE-II** on the said land as required under the provisions of the Maharashtra Regional and Town Planning Act 1966.

AND WHEREAS the Promoters are in possession of the project land and pursuant to the aforesaid development permissions have implemented their building project to be known as '**GREEN ACRE-Phase II**' containing three buildings, the type, nature and other details whereof are as below:-

Building No.	No. of Wings	Building Type	Built Up Area (in Sq. Mtrs.)
1 (one)	A & B	Stilt + 3upper	777.115 Sq. Mtrs.
2 (two)	A & B	Stilt + 3upper	1,375.867 Sq. Mtrs.
3 (three)	A, B & C	Stilt + 3	1,560.576 Sq. Mtrs.

permissions accorded from CIDCO and other Competent Authorities for the said Green Acre Phase-II project on the project land, the Promoters are entitled and enjoined upon to construct proposed residential buildings on the project land in accordance with the development rules and regulations laid down by CIDCO NAINA Authority and the Promoters have sole and exclusive rights to sell the Apartments, flats and other premises in the said buildings by entering into Agreements with the allottees of the Apartments, etc. for sale consideration in respect thereof;

AND WHEREAS prior to the execution of these presents more specifically on 15th June 2016, CIDCO had granted the Plinth Completion Certificate (PCC for short) for the aforesaid buildings nos. 1, 2 & 3 being constructed on the said land. At this juncture, the Promoters have completed construction work of all the slabs of the aforesaid Buildings & wings therein and presently work of external plumbing and plaster, elevation, terraces with waterproofing of all the buildings & wings therein are being carried out.

AND WHEREAS the Promoter has registered the Project under the provisions of the The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra no.....; authenticated copy is attached as Annexure 'F';

AND WHEREAS the Allottee has applied to the Promoters for allotment of an Apartment / Flat No. _____ admeasuring _____ Square Meters (i.e. _____ Sq. Ft.) of CARPET AREA on _____ floor in wing '____' (herein after referred to as the "Apartment") situated in the Building No.____ (____) (herein after referred to as the "said Building") of the project called 'Green Acre Phase-II' situated at Gut No.3/0, Village Vakadi, Taluka Panvel, District Raigad i.e. the project land.

AND WHEREAS 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.

AND WHEREAS on demand from the allottee, the Promoters have 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 Promoters Architects M/s. Jeetendra Parmar & Associates 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. Before the execution of this agreement, the Promoters on the Allottee's demand has shown the site of said Green Acre Phase II project and the Allottee hereby confirms to have made personal visits to the said site and examined the buildings and wings therein particularly the Building in which the apartment is situated.

AND WHEREAS the authenticated copies of (i) Certificate of Title issued by a well reputed Advocate namely M/s. P.K. Pandit & Associates of the Promoters, authenticated copies of (ii) extract of relevant 7x12, Mutation Entries, NA permission, Village Form No.VII, Airport Authority's NOC dated 9/4/2013, C.C. dated 1/7/2015, Flinth CC dated 15/6/2016 and other relevant documents showing the nature / type of the Promoters' title to the project land on which the Apartments/Flats are being constructed have been annexed hereto and marked as **Annexure 'A' and 'B' respectively.**

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the CIDCO have been annexed hereto and marked as **Annexure C-1.**

said project have been annexed hereto and marked as **Annexure C-2.**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by CIDCO Authority have been annexed and marked as **Annexure D.**

AND WHEREAS the Promoters have got some of the approvals from the CIDCO, Airports Authority of India and other concerned authority(s) to the buildings' plans, specifications, elevations, sections and of the said buildings and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate (as may be applicable) of the said Building.

AND WHEREAS while sanctioning the said plans, CIDCO, local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said buildings 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 CIDCO and concerned local authority.

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;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs. _____/- (Rupees _____ only)**, being the part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee (the payment and receipt whereof the Promoters do hereby

admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of the 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 Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/ Flat No. _____ admeasuring _____ Square Meters ((equivalent ____ Sq. Ft.) of CARPET AREA on ____ floor in wing '____' in the Building No. ____ "(_____)" being constructed in Phase II of GREEN ACRE project situated at Survey No.3/0 adm. 4,350 Square Meters or thereabouts at Village Vakadi, Taluka Panvel, District Raigad for agreed total price consideration on the terms and conditions contained in this agreement;

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

1. The Promoters is constructing in a phased wise manner or otherwise three buildings i.e. nos. Building Nos. '1', '2' and '3' upon the said land / project land (described in the **First Schedule**) in accordance with the building plans, designs and other specifications duly approved by City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as '**CIDCO**') and/or authorities concerned and which have been seen and consented by the Allottee prior hereto with only such variations and modifications as the Promoters in their sole discretion may consider necessary with the permission of the CIDCO Authorities and/or other Government Authorities concerned for which the Allottee hereby gives his/her/their

concerned local authority from time to time; and the said buildings are described hereunder:-

Building No.	No. of Wings	Building Type	Built Up Area (in Sq. Mtrs.)
1 (one)	A & B	Stilt + 3 upper	777.115 Sq. Mtrs.
2 (two)	A & B	Stilt + 3 upper	1,375.867 Sq. Mtrs.
3 (three)	A,B & C	Stilt + 3 upper	1,760.576 Sq. Mtrs.
		Total (BUA)	3,913.558 Sq. Mtrs.

Provided that the Promoters 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 Promoters and the Promoters hereby agrees to sell to the Allottee an Apartment / Flat No. _____ admeasuring _____ Square Meters (i.e. _____ Sq. Ft.) of CARPET AREA on _____ floor in '____' Wing of Building No." _____ (_____) " i.e. more particularly described in the **SCHEDULE-A** hereunder written in the project called GREEN ACRE PHASE-II situate, being and lying on land bearing Gut/Survey No.3 of village-Vakadi, Taluka-Panvel, District-Raigad, standing on the 'said land' / 'project land' which is clearly shown in Red Colour boundary lines in **FLOOR PLAN** annexed hereto and marked at ANNEXURES C-1 and C-2 and hereinafter referred to as the '**Apartment**' for an agreed price consideration of Rs. _____/- (Rupees _____ only) i.e. including the proportionate price of the common areas and facilities appurtenant to the said apartment/premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

(ii) The Promoters hereby declare that they have made provisions for parking areas in accordance with the approved plans of the said project and the Allottee hereby confirms to have verified the aforesaid plans and the parking's provisions in the said Green Acre Phase-II project and further agree not to raise any further or other claim or demand against the Promoters or their successors in interests in this behalf hereinafter. The Allottee further indemnifies and agrees to keep the Promoters & their successors in interests fully indemnified from all claims, demands, actions and consequences in this behalf at all times in future.

1(b). The total aggregate consideration amount for the said premises is thus Rs. _____/- (Rupees _____ only) which is to be paid/ payable by the Allottee to the Promoters in the manner and mode specified in this Agreement.

1(c). The Allottee has paid on or before execution of this agreement a part sum of Rs. _____/- (Rupees _____ only) i.e 10% of the Total Consideration. The Promoters as they have completed up-to 85 % i.e. the external plumbing and external plaster, elevation, terraces with waterproofing of the **Building No. _____** in which the Apartment is located and the Allottee hereby agrees to pay to the Promoters the Balance Amount of Rs. _____/- (Rupees _____ Only). The Allottee hereby agrees to pay to the Promoters the Balance Amount as under:-

i) Amount of Rs. _____/- (Rupees _____ only) i.e. part consideration up-to 95 % of the total consideration is being paid by the Allottee to the Promoters as the Promoters have completed the lift (not applicable as no lift) water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other

receipt of the occupancy certificate of the
Buildingno._____ in which apartment is located.

- 1(d). The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, G.S.T (Goods and Service Tax), LBT (Local Body Taxes) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoters) up to the date of handing over the possession of the said Apartment. The said Taxes shall be paid by the Allottee to the Promoters from the demand/s raised by Promoters to the Allottee.

However under a Special Scheme floated by the Promoters for the time-being, the Promoters on behalf of the Allottee shall bear and pay the aforesaid share of taxes particularly Service Tax and Value Added Tax (v.a.t) in relation to this Agreement. It is further clarified that if any other or further tax/liability arise in future in relation to this Agreement or transaction contemplated herein then the same will be borne and paid by the Allottee. The Allottee agrees to bear and pay the said taxes/liabilities that may be levied by the Government or Local Authority (as came may be) and he/she/they shall make immediate payment of the same upon the demand of the Promoters in this behalf.

- 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 Promoters 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 Promoters

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 Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 6 % **per annum** for the period by which the respective installment 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 Promoters.

1(g). The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Buildings are 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters 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 Promoters 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 Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his / her /

authority concerned at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from CIDCO and/or other authority concerned the requisite occupancy certificate or completion certificates (as may be applicable) in respect of the said Building.

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 said Apartment to the Allottee and the common areas to the society of the allottees after receiving the occupancy certificate (OC) of the said project. Similarly the Allottee shall make timely payments of the installment amounts, taxes and other dues payable by him/ her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoters as provided in Covenant Clause-1 herein above ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 3913.558 square meters of built-up area only and the Promoters have planned to utilize Floor Space Index of 3913.558 sq. mtrs. of built-up area by availing of FSI available on the project land on payment of premiums towards the FSI available as mentioned in the Development Control Regulations which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 3913.558 sq. mtrs. of built-up area is to be utilized by Promoters on the project land in the said Project and that the Allottee has agreed to purchase the said Apartment based on the scheme of construction and sale of apartments to be carried out by the Promoters by utilizing the aforesaid FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- 4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the said premises to the Allottee, the Promoters 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 Promoters an interest as specified in The Maharashtra Real Estate Rules 2017 on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters. For the purpose of this agreement, the rate of interest to be charged shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, Provided That that in case SBI's Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
- 4.2 Without prejudice to the right of Promoters 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 Promoters 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 installments, the Promoters shall at his own option, may cancel/terminate this Agreement:

Provided that the Promoters 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 Promoters' intention to cancel/terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to cancel/terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period.

Provided further that upon cancellation/termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of an amount equal to 25 % of the total consideration as and by way of **LIQUIDATED DAMAGES**) within a period of thirty days of the cancellation/termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. If the Promoters desire, the Allottee agrees to execute and register with concerned Registrar of Assurances, the relevant documents, writings, etc. as may be necessary for recording the said cancellation / termination of this agreement but the cost and expenses incurred for the drafting and registration of the aforesaid cancellation deed/ documents will have to borne and paid by the Promoters.

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 Promoters in the said building and the said Apartment as are set out in **Annexure 'E'** annexed hereto.
6. Subject to receipt of full and final payments of total consideration and proportionate taxes and other amounts in accordance with the terms of this Agreement, the Promoters shall give possession of the said Apartment to the Allottee on or before **31st December, 2018**. If the Promoters fails or neglects to give possession of the said Apartment to the Allottee on account of any reason/s beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said premises with interest at the same rate as may mentioned in the Clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters 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 said premises is to be situated is delayed on account of –

- (i) war, civil commotion or acts 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 Promoters, 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 said 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 Promoters shall give possession of the said Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 (seven) 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 Promoters to the Allottee intimating that the apartment/flat is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of said apartment -

Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this

- 7.4 If within a period of five years from the date of handing over the said premises to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own costs and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, the compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the said premises or any part thereof or permit the same to be used only for purpose of residence only and not otherwise. That the Allottee shall use the parking space only for purpose of keeping &/or parking his own vehicle.
9. The Promoters with the assistance of other allottees of the Apartments/Flats in the said buildings have formed and registered a Co-operative Housing Society known as **"GREEN ACRE CO-OPERATIVE HOUSING SOCIETY LIMITED"** bearing Registration No. **RGD/ PWL/ HSG/ (TC) /3314/ 2016-17** dated 23/05/2016 (hereinafter referred to as the '**said Society**') before the execution of this agreement. The Promoters further declare that the said Society also consists the members / allottees of **GREEN ACRE PHASE-I** project that comprise of **12** (twelve) number of buildings having various wings therein that are lying, being and situated on lands bearing Gut/Survey Nos.1/ 10, 1 / 12, 1 / 13, 1 / 14, 1 / 15, 1 / 16, 1 / 17 and 2 / 0 collectively admeasuring 1H-82.3R equivalent to 18,230 Square Meters or thereabouts situated at Village Vakadi, Taluka Panvel, District Raigad (hereinafter referred to as '**GREEN ACRE-PHASE I**'). The Allottee agrees to become of the registered Member of the said Society and for this purpose Allottee shall also from time to time sign and execute the share application form for registration/membership and the other papers and

documents required by the said Society for becoming a member including the bye-laws of the said Society and duly fill in, sign and return to the Promoters/Society within 7 (seven) days of the same being forwarded by the said Society/ Promoters to the Allottee, so as to enable the Promoters to register the common organization of the Allottee. No objection shall be taken by the Allottee, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

9.1 The Promoters shall, within three months of the receipt of Occupancy Certificate to the last Building of the said GREEN ACRE PHASE-II on the project land cause to be transferred to the said Society all the rights title and other interests of the Promoters in respect of the project land and buildings thereon. The Promoter shall execute the Conveyance Deed or any instrument of Transfer (as case may be) in respect of the entire undivided or inseparable lands underneath all the buildings constructed in both the phases of entire layout in favour of the said Society within three months from the date of issue of the aforesaid Occupancy Certificate.

9.2 Within 15 days after notice in writing is given by the Promoters to the Allottee that the said 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 said Apartment) of outgoings in respect of the project land and buildings 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 said buildings/structures of the said project land are transferred to the said Society, the Allottee shall pay to the Promoters such

Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/ assignment of rights of the structures /buildings is executed in favour of the said Society as aforesaid. On such conveyance/ assignment of rights being executed for the structures of the buildings or wings, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
 - (i) Rs...Nil..../- for application entrance fee of the said Society.
 - (iii) Rs...NIL...../- for proportionate share of taxes and other charges/levies in respect of the said Society.
 - (iv) Rs. Nil/- for deposit towards provisional monthly contribution towards outgoings of the said Society.
 - (v) NIL amount for deposits towards Water, Electric, and other utility and services connection charges &
 - (vi) NIL amount for deposits of electrical receiving and Sub Station provided in Layout;
11. The Allottee shall pay to the Promoters a sum of Rs. Nil/- (Rupees Nil only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society and for preparing its rules, regulations and bye-laws. The Allottee shall pay to the Promoters a proportionate share of sum incurred for preparing and engrossing the conveyance or assignment of lease (as case may be).

12. At the time of registration of Conveyance or Assignment or Transfer (as case may be) of the buildings and wings of these buildings of GREEN ACRE project including phase-I & II in favour of the said Society, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable by the said Society on such conveyance or any document or instrument of transfer in respect of the structures/Buildings with wings thereto upon the project land to be executed in favour of the said Society.

13. **REPRESENTATIONS & WARRANTIES OF PROMOTERS**

The Promoters hereby represents and warrants to the Allottee as follows:-

- i) Promoters has clear and marketable title with respect to the project land as declared in TITLE REPORT annexed to this agreement and the Promoters have requisite rights carry out construction / development of the said Buildings upon the project land;
- ii) Promoters are in actual, physical and legal possession of the project land for implementation of the Phase-II of the said Green Acre project on the said land;
- iii) The Promoters 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;
- iv) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v) There are no other litigations pending before any Court of Law with respect to the project land or Phase-II of the Project;
- vi) The Promoters have completed the said GREEN ACRE PHASE-I project comprising of 12 no. of buildings lying on lands Gut Nos. 1 /10, 1 /12, 1 /13, 1 /14, 1 /15, 1 / 16, 1 / 17 and 2 /0 collectively admeasuring 1H-82.3R (18,230 Sq. Mtrs.) at Village Vakadi, Taluka Panvel, District Raigad and have obtained

hereinbefore.

- viii) The Allotees/Purchasers &/or the said Society and its members of the said GREEN ACRE PROJECT i.e. Phase I & II shall proportionately share the nature, extent and description of common areas and facilities as set out in SECOND SCHEDULE hereunder written.
- ix) All the approvals, licenses and permits issued by the competent authorities with respect to the Green Acre Phase-II 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 Phase II project, project land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the aforesaid project, project land, buildings and common areas thereto;
- x) The Promoters 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;
- xi) The Promoters 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;
- xii) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- xiii) At the time of execution of the conveyance deed or any other instrument of final transfer (as case may be) of the lands along with Buildings constructed in Phase-I & II of Green Acre project to the said Society of allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the undivided common areas of these buildings/structures to the said Society of the Allottees;
 - xiv) The Promoters 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;
 - xv) 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 Promoters in respect of the project land and/or the phase-II of Green Acre 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 Promoters 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.

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 Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any

other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the said Society.

- 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 Promoters 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, municipal property 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 Allottee to Promoters under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and

Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society 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 conveyance / final transfer of all the structures/buildings particularly the said building in which Apartment is situated is executed in favour of the said Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building/s or any part thereof to view and examine the state and condition thereof.
 - xii. That the Promoters shall not be liable to pay any maintenance charges in respect of unsold Apartments, Flats and other premises excepting municipal taxes which shall be borne and paid by the Promoters in proportion to the unsold stock. That the prospective Allottee of the Promoters' unsold apartments, flats or units shall be admitted as member of the said Society without levying any transfer charges, premises, fees or any other amounts whatsoever.
15. The Allottee agrees to indemnify, defend and hold harmless the Promoters, their directors and successors in interests from and against any and all claims, suits, actions, proceedings, damages, losses, liabilities, obligations, costs, liabilities, and other consequences whatsoever that may be arise to the Promoters &/or their directors or successors in interests (regardless of whether or not such claims, actions, costs, losses, etc. relates to any 3rd Party claims or not) on account of breach of any of the provisions of this agreement or on account of delay or non-performance (whether in whole or in part) of any of the term/condition of this contract or any provision of law in force required to be performed by the Allottee individually or as a member of the said Society.

16. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the said Society &/or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structures/buildings is transferred to the said Society and until the project land is transferred to the said Society as hereinbefore mentioned.

18. **PROMOTERS SHALL NOT MORTGAGE OR CHARGE**

After the Promoters executes this Agreement, the Promoters 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.

19. The rate of interest for the purposes of Covenant Clause Nos.1, 4.1 and 6 of this Agreement shall be State Bank of India (SBI)'s highest Marginal Cost of Lending Rate plus two percent. Provided that in case the SBI's Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which SBI may fix from time to time for lending to the general public.

Promoters 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 Promoters 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 Promoters 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.

21. **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.

22. **RIGHT TO AMEND**

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO
ALLOTTEE or 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.

24. 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.

25. METHOD OF CALCULATION OF THE 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 the said 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.

26. 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

the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, after this Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Panvel.

28. The Allottee and/or Promoters 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 Promoters will attend such office and admit execution thereof.
29. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: **Mr.** _____

(Allottee's Address: _____)

Notified Email ID:

Promoters name: **M/s. DHARTI DEVELOPERS**

(Promoters Address: 701, Acropolis CHS Ltd., Plot No.28, Lokhandwala Complex, Andheri West, Mumbai-400053)

Notified E-mail ID : directordharti@gmail.com

It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

30. **JOINT ALLOTTEES**

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

31. **STAMP DUTY AND REGISTRATION :-**

The charges towards Stamp-duty and Registration of this Agreement shall be borne by the Allottee. However under a Special Scheme floated by the Promoters for the time-being, the Promoters on behalf of the Allottee shall bear and pay the aforesaid Stamp-duty and Registration Charges of this Agreement.

32. **DISPUTE RESOLUTION :-**

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

33. **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 of Panvel 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 Panvel in the

lying, being and situate at Village Vakadi, Taluka Panvel and District Raigad bearing Survey No.3, Hissa No.-0 admeasuring 0H-43.5R i.e. 4350 Square Meters or thereabouts within the registration district and sub district of Panvel and in the planning limits of NAINA jurisdiction of CIDCO and is surrounded by following:-

On or towards NORTH :- Gut/Survey No.10 / 3

On or towards EAST :- Gut/Survey No. 11

On or towards WEST :- Gut/Survey No. 1 / 11

On or towards SOUTH :- Gut/Survey No. 2 / 0

S E C O N D S C H E D U L E

(Nature, Extent and Description of Common Areas and Facilities in the project)

- 1) Entrance Lobby at Ground Level
- 2) Acrylic Paint for exterior walls of the Building in which the Apartment is situated of New World Paints.
- 3) Concealed Electrical Wiring with Fittings, the price range whereof is Rs.50/- p.s.f. on built up area.
- 4) Concealed Plumbing lines of Prince Company
- 5) Lifts of well known company called APPOLLO having weight capacity of 4 adult persons.
- 6) DG Set provision made for Common Areas.

S C H E D U L E - 'A'

(Description of "THE APARTMENT" referred to as above)

THAT residential premises being Flat No. _____ admeasuring _____ Square Meters (i.e. _____ Sq. Ft.) of CARPET AREA on _____ floor in wing '____' in the building no. _____, which is Stilt + 3 upper floors being constructed in phase-II of the layout of the project known as "GREEN ACRE PHASE-II" situated at Gut / Survey No.3/0 admeasuring 0H-43.5R i.e. 4350 square meters of village Vakadi, Taluka Panvel and District Raigad within the registration district & sub district of Panvel and within the planning limits of CIDCO- NAINA project, more particularly described in **FIRST SCHEDULE** hereinabove.

SCHEDULE 'B'

(FLOOR PLAN OF THE APARTMENT)

SIGNED & DELIVERED)
by the within named **the Promoters**)
M/S. DHARTI DEVELOPERS)
A Regd. Firm represented)
Through its Authorized Partner)

Mr. Arvind D. Patel)

WITNESS:

1) _____

SIGNED & DELIVERED)
by the within named the **ALLOTTEE**)

_____)

WITNESS:

1) _____

RECEIPT

RECEIVED the sum of Rs. _____ /- (Rupees only) from Mr. _____, the ALLOTTEE, being the Part Sum towards the total consideration as agreed vide Agreement dated _____, in respect of the allotment of the said Apartment / Flat No. _____ admeasuring _____ Square Meters (i.e. _____ Sq. Ft.) of CARPET AREA on _____ floor in wing '_____' of carpet area in the building no. _____ together with the undivided common areas and facilities appurtenant thereto, in project named "GREEN ACRE PHASE-II" situated at Survey No.3/0 admeasuring 4350 Square Meters of village Vakadi, Taluka Panvel within the registration district & sub district of Raigad and within the planning limits of CIDCO-NAINA.

MODE OF PAYMENT:-

DATE	CHQ. NO. / RTGS/NEFT	BANK NAME	AMOUNT
		TOTAL	

I/WE SAY RECEIVED

Rs. _____/-

For M/s. Dharti Developers.

Promoters

Through its Authorized Partner

Mr. Arvind D. Patel

WITNESS:

1) _____