

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made and executed at _____, this _____ day of _____ 2024;

BETWEEN

This Agreement made at this.....day of..... in the year Two Thousand and between M/s. Y. K. & Sons through Its Proprietor MR. AJIV YASHWANT PATIL having address at Parijat Building, Gavthan, Virar West, Tal Vasai, Dist. Palghar 401303, hereinafter referred to as "the Promoter/Builder" of the One Part; (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the One Part;

AND

_____ residing / having address at _____, hereinafter referred to as the "**Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an Individual his / her / their heirs, executors, administrators and permitted assigns, in case of a Partnership Firm / LLP, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a Company its successors and permitted assigns, in case of a Hindu Undivided Family, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, and in case of a Trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the Second Part.

The Promoter and the Purchaser, wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Promoter is seized and possessed of and absolutely entitled to the ownership, possession and entitlement of all that piece and parcel of land bearing Old Survey No. 135 Hissa No. 2 and bearing the following New Survey No. 135 Hissa No. 2/3, admeasuring in aggregate 1893 sq.mtrs situate, lying and being at Village Bolinj, Taluka Vasai and District Palghar ("**Property**").The said Property is more particularly described in the **First**

Schedule hereunder written. The 7/12 extracts of the Property are annexed hereto as **Annexure -B**.

- B. The Promoter proposes to develop said Property admeasures 1893 sq. mtrs by constructing One building comprising of Ground/Stilt plus 8 storied known as Yashwant Avenue 2 registered as "Yashwant Avenue 2" with RERA along with all requisite infrastructure, on the terms and conditions more particularly set out therein ("**Project**"). Copy of the layout plan is annexed hereto and marked as **Annexure - C-1"**.
- C. The Promoter has obtained from the competent authorities (i) Commencement Certificate ("**CC**") bearing no. VCMC/TP/CC/VP-6576/348/2022-23 dated _21/11/2022. The Promoter has commenced the construction in the Project in accordance with the approvals so obtained. Copies of the above-mentioned approvals are annexed and collectively marked as **Annexure -C-1**, to this Agreement.
- D. The Promoter has vacant possession of the Property.
- E. Jagjeet Pradeep Hatode, Advocates, have conducted their due diligence and have issued their Title Certificate in respect of the said Property. A copy of the Title Certificate is annexed hereto and marked as **Annexure - A**.
- F. The Promoter has appointed Architect M/s En- Con, Project Consultant as their Designing Architects, as Liaisoning Architects, _____as the Structural Engineer consultants for the preparation of the structural design and drawings of the Project. All concerned documents in respect of the same has been inspected by the Purchaser.
- G. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the rules made thereunder with RERA under serial no_____. An authenticated copy of the registration certificate granted by RERA, in respect of the Project, is annexed hereto and marked as **Annexure - F**.
- H. On demanded from the purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and plans, designs and specification prepared by the Promoter's Architects M/s.En-Con 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 Regulation made thereunder;

- I. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **ANNEXURE 'A' AND 'B'**, respectively.
- J. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE C-1**.
- K. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE C-2**,
- L. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE D**.
- M. The Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Building.
- N. 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.

- O. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- P. The Purchaser has applied to the Promoter for allotment of an Apartment No. _____ on _____ Floor, in Wing _____ situated in the Building known as **“YASHWANT AVENUE 2”**, being constructed on the said Project.
- Q. 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 Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.
- R. 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;
- S. Prior to the execution of these presents the Purchaser 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 Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- T. 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._____**;
- U. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- V. 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 Purchaser hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of **Residential with Shopline Building consisting of Stilt + Gr. + 8 Floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Apartment/Shop No. of the type of carpet area

admeasuring Square Metres and
exclusive balcony area admeasuring
Square Metres aggregating to
Square Metres of total useable area on
Floor, in the Building , wing “___” in the Building
called as “**YASHWANT AVENUE 2**” (hereinafter
referred to as "**The Apartment/Shop**") as shown in
the Floor plan thereof hereto annexed and marked
Annexures - D for the consideration of
Rs._____/ - including
Rs._____/ - being the proportionate
price of the common areas and facilities
appurtenant to the premises, the nature, extent
and description of the common areas and facilities
which are more particularly described in the Third
Schedule annexed herewith. (the price of the
Apartment including the proportionate price of the
common areas and facilities).

(ii) The Purchaser hereby agrees to purchase
from the Promoter and the Promoter hereby agrees
to sell to the Purchaser garage/covered car parking
space at _____level basement / podium / stilt
/ mechanical car parking unit bearing No. _____
admeasuring _____sq.ft. having _____ft.
length x _____ft. breadth x _____ft vertical
clearance being constructed in the layout for the
consideration of Rs. _____/-

(iii) The Purchaser has requested the Promoter
for allotment of an open car parking space and the
Promoter agrees to allot to the Purchaser an open
car parking space without consideration bearing
NO. _____ admeasuring _____ sq.ft having

_____ ft. length x _____ ft. breadth having constructed in the layout..

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

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs._____/ - (Rupees

_____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

i. Amount of Rs._____/-(_____) (not exceeding 30% of of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs._____/-(_____) (not exceeding 45% of the total consideration) to be paid to the promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

ii. Amount of Rs. ____/-(_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iii. Amount of Rs. ____/-(_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, flooring, doors and window of the said Apartment.

iv. Amount of Rs._____/-(_____) (not exceeding 80% of the total consideration) to be paid to the

Promoter on completion of the sanitary fittings, staircase, lift wells, lobbies up to the floor level the said Apartment.

- v. Amount of Rs. _____/-(_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building, or wing in which the said Apartment is located.
- vi. Amount of Rs. _____/-(_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of lifts, water pumps, electrical fitting, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements, as may be prescribed in the Agreement for sale of the building, or wing in which the said Apartment is located.
- viii. Balance amount of Rs. _____/-(_____) against and at time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent

authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @ %__ per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area

allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments 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 Purchaser, 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 Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Square Meters only and Promoter has planned to utilize Floor Space Index of _____ Square Meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ Square Meters as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(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 Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser 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 Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the

Apartment as are set out in **ANNEXURE - E**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Purchaser on or before ____ **day** _____ **20** _____. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the [Apartment/Shop], to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on

part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the promotor to the Purchaser intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Purchaser to take Possession of [Apartment/Shop]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the [Apartment/Shop] 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/Shop] to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser along with other Purchaser(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 Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1(i) Where a Co-operative Housing Society or a Company or any legal entity of Purchasers is to be constituted for a single building not being part of a layout; or in case of a layout of more than one building or a wing of one building in the layout, the promoter shall submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under

the Maharashtra Co-operative Societies Act, 1960 or a Company or any legal entity, within three months from the date on which fifty one percent of the total number of Purchasers in such building or a wing, have booked their Apartment.

- 9.1(ii) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.
- 9.2(i) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.2(ii) The promoter shall (subject to his right to dispose of the remaining Apartment, if any) execute the conveyance within three months from the date of issue of occupancy certificate or fifty-one per cent of the total number of Purchasers in such a building or a wing, have paid the full consideration to the promoter, whichever is earlier.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local

taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -
 - (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs..... for deposits of electrical receiving and Sub Station provided in Layout

11. The Purchaser shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or

lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser 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/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the

competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Shop] to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies,

levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/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 Purchaser'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 Purchaser in this behalf, the Purchaser 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 Purchaser 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the

building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other

public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at

all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement,

he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Apartment/Shop].

18. **BINDING EFFECT** Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.
19. **ENTIRE AGREEMENT** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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 Purchasers of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in Vasai after the Agreement is duly executed by the Purchaser 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 Registration Office Vasai.

26. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act

and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____	Name of Purchaser
_____	(Purchaser's Address)

Notified Email ID	_____
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M/S. Y.K. & SONS

Add.: - Office No.1Ground Floor, Parijat Building, Virar West 401303.	Name of Promoter (Promoter's Address)
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Notified Email ID:	_____
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It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

28. JOINT PURCHASERS
That in case there are Joint Purchasers all communications shall be sent by the Promoter to the

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

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.
30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
31. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the VASAI courts will have the jurisdiction for this Agreement

**IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED
HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS
AGREEMENT AT _____ IN THE PRESENCE OF
ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY
FIRST ABOVE WRITTEN.**

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY)**

The Promoter is seized and possessed of and absolutely entitled to the ownership, possession and entitlement of all that piece and parcel of land bearing Old Survey No. 135 Hissa No. 2 and bearing the following New Survey No.. 135 Hissa No. 2/3, admeasuring in aggregate 1893 sq.mtrs situate, lying and being at Village Bolinj, Taluka Vasai and District Palghar ("**Property**").

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO
(DESCRIPTION OF THE APARTMENT/SHOP)**

Apartment/Shop No. _____ admeasuring _____ square meters carpet area (as per RERA) and in addition thereto an enclosed balcony admeasuring _____ sq.meters carpet area on the _____ **floor** of the building known as "**Yashwant Avenue 2**".

SIGNED AND DELIVERED BY WITHIN NAMED

"Promoter" _____)
M/s. Y. K. & Sons through
Its Proprietor MR. AJIV PATIL _____)
By the hands of its Authorized Signatory _____)
Mr. _____)
in the presence of: _____)

- 1.
- 2.

SIGNED AND DELIVERED BY WITHIN NAMED

"Purchaser/s"
_____)
in the presence of: _____)

- 1.
- 2.

RECEIPT

RECEIVED of and from **MR.** _____ sum of **Rs.** _____/- (**Rupees** _____ **only**) being the Earnest money/part consideration amount mentioned in Clause 6.1 of this Agreement.

Amount	Cheque No.	Date	Bank Name	Branch

WE SAY RECEIVED
For **Y.K. & SONS**

Authorised Signatory

Annexure - A

Name of the Attorney at Law/ Advocate

Address:

Date:

Title Report

Details of the Title report

Annexure – B

(Authenticated copies of Property card

Annexure – C-1

(Authenticated copies of plans of the Layout as approved by the concerned local authority)

Annexure C – 2

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

Annexure - D

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

Annexure – E

(Specifications and amenities for the Apartment)

Annexure – F

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