

AGREEMENT FOR SALE

Flat No._____,_____ Floor,
Wing- _____

In The Building Known As

“Priyanka Unite”

Building Known as at Plot No.38+38A+41, Sector-18

Ulwe, Tal. Panvel, Dist. Raigad, (Navi Mumbai).

Building: Ground + 10 floors

Admeasuring _____ Sq. Mts. Carpet Area

PRICE: **Rs.**_____/-

THIS AGREEMENT is made and entered into at **Sanpada**, on this _____ Day of _____.

BETWEEN

M/s. Priyanka Regency Builders & Developers Pvt. Ltd. (Pan No.AAECp5519J), a company registered under the Companies Act. 1956, having its office at Shop No.12-A, ‘Priyanka Complex’, Plot No. 04, Sector-10, Sanpada, Navi Mumbai-400705, Indian Inhabitant hereinafter referred to as "**PROMOTER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his legal heirs, executors, administrators and assigns of such last survivor) of the **One Part**;

AND

1) **MRS.**_____ (**PAN**-_____) **AND** 2) **MR.**_____ (**PAN**-_____), Adults, Individuals, having address at _____, hereinafter referred to as “**ALLOTTEE/PURCHASER’S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators and assigns, nominees) of the **Other Part**.

The **PROMOTER /DEVELOPER** and the **ALLOTTEE/PURCHASER’S/s** are hereinafter individually referred to as the "Party" and collectively as "Parties".

WHEREAS:

- A.** WHEREAS the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD, a company incorporated under the Companies, Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400021. (Hereinafter called as 'THE SAID CORPORATION') is the new town development authority declared for the area as designed as a site for the new towns of Navi Mumbai by the Government of Maharashtra in the exercise of its powers under sub-section (i) and (3-a) of section 113 of the Maharashtra Regional Town Planning Act of 1966 (Mah. XXVII of 1966) hereinafter referred to as the said act.
- B.** AND WHEREAS, the State Government in pursuance of section 113 (A) of the said Act, acquired the land described therein, and vested such lands in the said corporation for development and disposal.
- C.** AND WHEREAS, by an Agreement to lease dated 20th April, 2010, made and entered into between the said M/s. CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., hereinafter referred to as "the said Corporation/CIDCO Ltd.," of the one part and 1) SMT. SHAKUNTALA SHAMBHO MOKAL, 2) Shri. DHIRAJ SHAMBHO MOKAL, 3) SMT. GUNJABAI HIRA MOKAL, 4) Shri. AVINASH HIRA MOKAL, 5) Shri. DHANANJAY HIRA MOKAL, 6) Shri. AMAR HIRA MOKAL, 7) Shri. ARUN HIRA MOKAL, 8) SMT. LAXMIBAI JANARDHAN MOKAL, 9) SMT.LALITA GULAB GHARAT, 10) SMT. NALINI NILESH DHUMAL, 11) SMT. NILA ANIL PARGAONKAR, 12) Shri. SHIVNATH SOMA BHOIR, 13) SMT.BABIBAI RAMA MOKAL., all adults, Indian inhabitants, residing at Post. Ghavan, Tal. Panvel, Dist. Raigad., therein referred to as "the said Licensees" of the Other part, the said corporation agreed to grant to the Licensee a lease of all the piece or parcel of land bearing Plot No.41, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES Scheme containing by admeasurements 2049.93 Sq. Mtrs. Or thereabouts, and more particularly described in the schedule hereunder written on the terms and conditions contained in the said Agreement to Lease has been registered with the registrar of assurance at Sub-Registrar PVL-3. vide Registration Document Serial No. Sub-Registrar, PVL3-4035-2010 Dated 21/04/2010.
- D.** AND WHEREAS, by an under the Tripartite Agreement dated 23rd April, 2010 BETWEEN CIDCO Ltd., 1) SMT. SHAKUNTALA SHAMBHO MOKAL, 2) Shri. DHIRAJ SHAMBHO MOKAL, 3) SMT. GUNJABAI HIRA MOKAL, 4) Shri. AVINASH HIRA MOKAL, 5) Shri. DHANANJAY HIRA MOKAL, 6) Shri. AMAR HIRA MOKAL, 7) Shri. ARUN HIRA MOKAL, 8) SMT.

LAXMIBAI JANARDHAN MOKAL, 9) SMT.LALITA GULAB GHARAT, 10) SMT. NALINI NILESH DHUMAL, 11) SMT. NILA ANIL PARGAONKAR, 12) Shri. SHIVNATH SOMA BHOIR, 13) SMT.BABIBAI RAMA MOKAL., as the original Licensees & M/s. PRIYANKA BUILDERS AND DEVELOPERS a Partnership firm, which is registered under Partnership Act, 1932., through its Partner 1) Mr. BALASAHEB MARUTI HADAWALE and 2) Mr. VIJAY SITARAM PATIL, both adults of Indian Inhabitants, having their Office address at Shop No.12-A, Priyanka Complex, Plot No.04, Sector-10, Sanpada, Navi Mumbai-400705., as the New Licensees, the said Corporation /CIDCO agreed to grant lease of the, Plot No.41, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES Scheme containing by admeasurements 2049.93 Sq. Mtrs. herein after referred to as “the said Property /Plot”, in favour of the New Licensees i.e M/s. PRIYANKA BUILDERS AND DEVELOPERS, and the said Tripartite Agreement registered with the registrar of assurance at Sub-Registrar PVL-3. vide Registration Document Serial No. Sub-Registrar, PVL3-4162-2010 Dated 23/04/2010.

E. AND WHEREAS, by, under ANOTHER Tripartite Agreement dated 23rd December, 2010 made and entered into BETWEEN CIDCO LTD., M/s. PRIYANKA BUILDERS AND DEVELOPERS, as the New Licensees & M/s. PRIYANKA REGENCY BUILDERS & DEVELOPERS PRIVATE LIMITED through its Director 1) Mr. BALASAHEB MARUTI HADAWALE and 2) Mr. VIJAY SITARAM PATIL, both adults of Indian Inhabitants, having their Office address at Shop No.12-A, Priyanka Complex, Plot No.04, Sector-10, Sanpada, Navi Mumbai-400705., as the Subsequent New Licensees, the said Corporation /CIDCO agreed to grant lease of the, Plot No.41, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES Scheme containing by admeasurements 2049.93 Sq. Mtrs., herein after referred to as “the said Property /Plot”, in favour of the Subsequent New Licensees i.e M/s. PRIYANKA REGENCY BUILDERS & DEVELOPERS PVT. LTD., and the said Tripartite Agreement registered with the registrar of assurance at Sub-Registrar PVL-2. vide Registration Document Serial No. Sub-Registrar, URAN-13163-2010 Dated 23/12/2010.

F. AND WHEREAS, by an Agreement to lease dated 05th December, 2012, made and entered into between the said M/s. CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., hereinafter referred to as “the said Corporation/CIDCO LTD” of the one part and 1) Shri. RASIKLAL JANARDHAN BHOIR, 2) Shri. MORESHWAR DATTU @ DATTARAM BHOIR, 3) Shri. MADHUKAR DATTU @ DATTARAM BHOIR, 4) Shri. HANUMAN DATTU @ DATTARAM BHOIR, 5) Shri. SATISH DATTU @ DATTARAM BHOIR, 6) SMT. YAMUNA PARSHARAM THAKUR, 7) SMT. ASHA NARESH KADU., all adults, Indian inhabitants, residing at Post. Navha, Tal. Panvel, Dist. Raigad., therein

referred to as “the said Licensees” of the Other part, the said corporation agreed to grant to the Licensee a lease of all the piece or parcel of land bearing Plot No.38, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES Scheme containing by admeasurements 1099.56 Sq. Mtrs. or thereabouts and more particularly described in the schedule hereunder written on the terms and conditions contained in the said Agreement to Lease has been registered with the registrar of assurance at Sub-Registrar PVL-3. vide Registration Document Serial No. Sub-Registrar, PVL3-11622-2012 Dated 12/12/2012.

G. AND WHEREAS, by an under the Tripartite Agreement dated 11th June, 2013. BETWEEN CIDCO Ltd., 1) Shri. RASIKLAL JANARDHAN BHOIR, 2) Shri. MORESHWAR DATTU @ DATTARAM BHOIR, 3) Shri. MADHUKAR DATTU @ DATTARAM BHOIR , 4) Shri. HANUMAN DATTU @ DATTARAM BHOIR, 5) Shri. SATISH DATTU @ DATTARAM BHOIR, 6) SMT. YAMUNA PARSHARAM THAKUR, 7) SMT. ASHA NARESH KADU., as the original Licensees AND M/s. PRIYANKA REGENCY BUILDERS & DEVELOPERS PVT. LTD., through its Director 1) Mr. BALASAHEB MARUTI HADAWALE and 2) Mr. VIJAY SITARAM PATIL, both adults of Indian Inhabitants, having their Office address at Shop No.12-A, Priyanka Complex, Plot No.04, Sector-10, Sanpada, Navi Mumbai-400705., as the New Licensees, the said Corporation /CIDCO agreed to grant lease of the, Plot No.38, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES Scheme containing by admeasurements 1099.56 Sq. Mtrs., herein after referred to as “the said Property /Plot,” in favour of the New Licensees i.e M/s. PRIYANKA REGENCY BUILDERS & DEVELOPERS PVT. LTD., and the said Tripartite Agreement registered with the registrar of assurance at Sub-Registrar PVL-4. vide Registration Document Serial No. Sub-Registrar, PVL4-5568-2013, Dated 11/06/2013.

H. AND WHEREAS, by an Agreement to lease dated 05th December, 2012, made and entered into between the said M/s. CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., herein after referred to as “the said Corporation/CIDCO LTD” of the one part and 1)Shri. RASIKLAL JANARDHAN BHOIR, 2) Shri. MORESHWAR DATTU @ DATTARAM BHOIR, 3) Shri. MADHUKAR DATTU @ DATTARAM BHOIR , 4) Shri. HANUMAN DATTU @ DATTARAM BHOIR, 5) Shri. SATISH DATTU @ DATTARAM BHOIR, 6) SMT. YAMUNA PARSHARAM THAKUR, 7) SMT. ASHA NARESH KADU., all adults, Indian inhabitants, residing at Post. Navha, Tal. Panvel, Dist. Raigad., therein referred to as “the said Licensees” of the Other part, the said corporation agreed to grant to the Licensee a lease of all the piece or parcel of land bearing Plot No.38A, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES Scheme containing by admeasurements 1099.99 Sq. Mtrs. or thereabouts and more particularly described in the schedule hereunder written on the terms and conditions contained in the said Agreement to Lease has been registered with

the registrar of assurance at Sub-Registrar PVL-3. vide Registration Document Serial No. Sub-Registrar, PVL3-11623-2012 Dated 12/12/2012.

- I. AND WHEREAS, by an under the Tripartite Agreement dated 11th June, 2013. BETWEEN CIDCO Ltd., 1)Shri. RASIKLAL JANARDHAN BHOIR, 2) Shri. MORESHWAR DATTU @ DATTARAM BHOIR, 3) Shri. MADHUKAR DATTU @ DATTARAM BHOIR , 4) Shri. HANUMAN DATTU @ DATTARAM BHOIR, 5) Shri. SATISH DATTU @ DATTARAM BHOIR, 6) SMT. YAMUNA PARSHARAM THAKUR, 7) SMT. ASHA NARESH KADU., as the original Licensees AND M/s. PRIYANKA REGENCY BUILDERS & DEVELOPERS PVT. LTD., through its Director 1) Mr. BALASAHEB MARUTI HADAWALE and 2) Mr. VIJAY SITARAM PATIL, both adults of Indian Inhabitants, having their Office address at Shop No.12-A, Priyanka Complex, Plot No.04, Sector-10, Sanpada, Navi Mumbai-400705., as the New Licensees, the said Corporation /CIDCO agreed to grant lease of the, Plot No.38A, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES Scheme containing by admeasurements 1099.99 Sq. Mtrs., herein after referred to as “the said Property /Plot,” in favour of the New Licensees i.e M/s. PRIYANKA REGENCY BUILDERS & DEVELOPERS PVT. LTD., and the said Tripartite Agreement registered with the registrar of assurance at Sub-Registrar PVL-4. Vide Registration Document Serial No. Sub-Registrar, PVL4-5569-2013, Dated 11/06/2013.
- J. AND WHEREAS, the Promoter/Developers has been applied to CIDCO LTD., for amalgamation of the said three plots i.e. Plot No.38, 38A, and 41, admeasurements area 1099.59, 1099.99, and 2049.93, respectively on Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad, AND corporation has issued amalgamation letter vide ref. No.CIDCO/ESTATE /GES/ULWE/607-201/2013., Dated 05/09/2013. Hereafter the above said plots collectively referred as “the said Property /Plots/Land”.
- K. AND WHEREAS, the said Promoter/Developers is in possession of the said land with the intent to develop the said property by constructing a building/s thereto have got the plans sanctioned from the City and Industrial Development Corporation of Maharashtra Limited and **Commencement Certificate** has been issued by the said Authority under No. No. **CIDCO/ BP-12775/TPO (NM&K) /2015/201, Dated 26TH February, 2015.**
- L. The ALLOTTEE/PURCHASER’S demanded from the PROMOTER /DEVELOPER and the PROMOTER/DEVELOPER has given inspection to the ALLOTTEE/PURCHASER’S of all the documents of title including copies of Building Permissions (**Annexure-A**), Certificate of Title dated 16.04.2015, in respect of said land issued by **S P Associates (Advocate)** (**Annexure B**) and of such other documents as are specified under applicable statute and rules and regulations. In addition, the Allottee/Purchaser’s has

perused the 'Architect Certificate' and drawing certifying the carpet area of the flats along with limited common area. Besides a copy of all such documents are available at the office and is available for verification by the ALLOTTEE/PURCHASER'S after giving a reasonable notice of at least seven working days. The PROMOTER/DEVELOPER has provided a copy of the "Title Search Report" dated: 16.04.2015 in respect of said land issued by **SP Associates (Advocate)** to the ALLOTTEE/PURCHASER'S.

- M. AND WHEREAS** the Promoter/Developers alone has the sole and exclusive right to sell the Flat/Shop in said building to be constructed by the Promoter/Developer on the said land and to enter in to agreements with the Allottee/Purchaser's/s of the Flat/Shop to receive the sale price in respect thereof.
- N. AND WHEREAS** the Promoter/Developer has proposed to construct on the said land with **one** building and **Two Wings** thereof, having **two basement** floor, and **ground plus Ten** Upper Floors the Promoter/Developer is desirous to develop the said land constructing one building pursuant to Commencement certificate Dated:26th Feb, 2015.
- O.** The PROMOTER/DEVELOPER has appointment of Architect vide letter dated 22/07/2015 with Architect registered with the Council of Architect being 'M/s. SATISH V. AHUJA & ASSOCIATES,' having address at Ashiana 'C' Wing, 1st Floor, Sector 17, Vashi, Navi Mumbai – 400703.
- P.** The PROMOTER/DEVELOPER has appointed a Structural Engineer 'B.S. Sukthankar, having address 412, Vardhman Market, Plot No.75, Sector 17, Vashi, Navi Mumbai – 400703, for the preparation of the structural design and drawings of the building and the PROMOTER/DEVELOPER accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- Q.** The Promoter/Developer represents to the Allottee/Purchaser's that as per the provisions of RERA 2016 read with Maha RERA Rules 2017.
- R. AND WHEREAS** the Allottee/Purchaser's demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Allottee/Purchasers of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter/Developer's Architects M/s. SATISH V. AHUJA & 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 Maharashtra Ownership Flat (Regulation of the Promotion of Construction of Sale, Management and Transfer) Act 1963 (MOFA) and the rules made thereunder;
- S. AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter/Developer/Developer,

authenticated copies of Agreement to Lease, authenticated copies of Tripartite Agreement, authenticated copies of Final Order showing the nature of the title of the Promoter/Developer to the project land on which the Flat are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'** respectively.

T. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter/Developer and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure D.**

U. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer 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.

V. AND WHEREAS the Promoter/Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

W. AND WHEREAS The Allottee /Purchaser's has/have requested to the Promoter/Developer and the Promoter/Developer has agreed to sell (on the basis of Carpet Area Only) to the Purchaser/s for **Flat bearing No._____, ____-Wing**, on the _____ **Floor** admeasuring _____ **Sq. Mts. Carpet Area** in the building known as '**PRIYANKA UNITE**', being constructed on (GES) Plot **No.38+38A & 41, Sector-18, Ulwe, Tal. Panvel, Dist. Raigad.** (hereinafter referred to as "the said Flat/premises".) as per the floor plan annexed hereto and marked as '**Annexure F**' which is more particularly described in '**Third Schedule**' annexed herewith and having internal amenities as provided in '**Fourth Schedule**'.

X. AND WHEREAS the carpet area mentioned in the immediately preceding clause means the net usable floor area of the flat including the area covered by the Internal walls but excluding the area covered by :

a) The enclosed balcony which is _____ **sq.mtrs.** for the exclusive use of the Purchaser/s.

Explanation: The enclosed balcony, means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

b) The Cup board has been designed by the architect as per the policy of the planning Authority which admeasures _____ **sq.mtrs.** of the exclusive use of the Purchaser/s.

- c) The Terrace or Natural Terrace area has been designed by the architect as per the prevailing policy of CIDCO, which admeasured _____ sq.mts. for the exclusive use of the Purchaser.

N.B. It is unambiguously agreed and understood by the parties hereto that the Promoter has agreed to sell the flat on the basis of the carpet area alone and the consideration mentioned herein is only for the flat (on the basis of the carpet area). The items mentioned at Sr.No.(a) to (c) shall pass onto the purchaser free of cost along with the flat. Since the items nos. (a) to (c) passes on the Purchaser/s free of cost, they (the Purchasers) undertake not to raise any kind of dispute vis-à-vis the same including their area even if the same increases / decreases.

Y. AND WHEREAS, the carpet area mentioned in the Immediately preceding clause means the net useable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee /Purchaser's or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee /Purchaser's, but includes the area covered by the internal partition walls of the Flat.

Z. AND WHEREAS, the Promoter/Developer has agreed to sell and Allottee / purchaser's has agreed to Purchase the said Flat for lump sum consideration of **Rs. _____/- (Rupee _____ only)** being the entire consideration of the said flat (on the basis of the carpet area alone) in accordance with the provisions of the RERA and rules and regulations framed thereunder.

AA. AND WHEREAS Prior to the execution of these presents, the ALLOTTEE/PURCHASER'S has paid to the PROMOTER/DEVELOPER a sum of **Rs. _____/- (Rupees _____ Only)** only, being "booking advance" of the **said flat** agreed to be sold by the PROMOTER/DEVELOPER to the ALLOTTEE /PURCHASER'S the receipt where of the PROMOTER /DEVELOPER doth hereby admit and acknowledge. The ALLOTTEE/PURCHASER'S has agreed to pay to the PROMOTER/DEVELOPER balance consideration in the manner hereinafter appearing.

BB. AND WHEREAS the Promoter/Developer has registered the Project under the provisions of the Real Estate Regulatory Act, 2016, with the Real Estate **Regulatory Authority at No.P52000005971;** authenticated copy is annexed hereto.

CC. Under section 13 of the RERA Act, the Promoter/Developer is executing this written Agreement for Sale for said flat with the Allottee/Purchaser's. being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and

between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/Purchaser's hereby agrees to purchase the (Flat) and the **Garage / Covered parking**.

DD. 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.

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

1. The Promoter/Developer shall construct the said building/s consisting of 0 basement and 1 Plinth and 1 Podium and 3 Stilt floor and 11 upper floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter/Developer shall have to obtain prior consent in writing to the Allottee/Purchaser's in respect of variations or modifications which may adversely affect the Flat of the Allottee/Purchaser's except any alteration or addition required by any Government authorities or due change in law.

1.1 The Allottee/Purchaser's hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer agrees to sell on the basis of CARPET AREA to the Allottee/Purchaser's, **Flat No.____, ____-Wing**, on the ____ **Floor** admeasuring ____ **Sq. Mtrs. Carpet Area** in the building known as '**PRIYANKA UNITE**', being constructed on (GES) **Plot No.38+38A & 41, Sector-18, Ulwe, Tal. Panvel, Dist. Raigad.** (Navi Mumbai), (hereinafter referred to as the '**said Flat**'), as per the floor plan annexed hereto and marked as '**Annexure F**' which is more particularly described in '**Third Schedule**' for a consideration of **Rs.____/- (Rupees _____ Only)** .

1.2 The carpet area mentioned in the immediately preceding clause means the net useable floor area of the flat including the area covered by the Internal walls but excluding the area covered by :

(a) The enclosed balcony which is ____ sq.mts. for the exclusive use of the Purchaser/s.

Explanation: The enclosed balcony, means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

(b) The Cup board has been designed by the architect as per the policy of the planning Authority which admeasures ____ sq.mts. of the exclusive use of the Purchaser/s.

(c) The Terrace or Natural Terrace area has been designed by the architect as per the prevailing policy of CIDCO, which admeasures _____ sq.mtrs. for the exclusive use of the Purchaser's.

N.B.: It is unambiguously agreed and understood by the parties hereto that the Promoter has agreed to sell the flat on the basis of the carpet area alone and the consideration mentioned herein is only for the flat (on the basis of the carpet area). The items mentioned at Sr. No.(a) to (c) shall pass onto the purchaser free of cost along with the flat.

1.3 The carpet area mentioned in the Immediately preceding clause means the net useable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee /Purchaser's or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee /Purchaser's, but includes the area covered by the internal partition walls of the Flat.

1(a) Upon the request by the Allottee/Purchaser's to the Promoter/Developer, the Promoter/Developer hereby agrees to allot to the Allottee/Purchaser's **1 (one)** covered parking spaces bearing No._____, constructed in building along with the said flat. The Car parking allotted to Allottee/Purchaser's under this agreement is subject to final building plan approved by the approving authority upon grant of occupancy certificate or equivalent.

1(b) The total aggregate consideration amount for the Flat includes the allotment of covered parking space.

1(c) The Allottee/Purchaser's has, before execution hereof, paid to the Promoter /Developer a sum of **Rs. _____/- (Rupees _____ Only)** as part payment towards the purchase of the said Flat (the payment and receipt whereof the Promoter/Developer hereby admits and acknowledges and of and from the same and every part thereof hereby forever acquits, releases and discharges the Allottee/Purchaser's, his heirs, executors and assigns). The total consideration of **Rs. _____/- (Rupees _____ Only)** shall be paid by the Allottee/Purchaser's to the Promoter/Developer in the manner as pre-negotiated and more particularly described herein below in following manner which has been accepted by Allottee/Purchaser's:

SN.	Payment Schedule	Payment Percentage due
1	Earnest money including booking advance	10%
2	Execution of Agreement	20%
3	Completion of the Plinth	15%
4	Completion of first slab	2.27%
5	Completion of second slab	2.27%
6	Completion of third slab	2.27%

7	Completion of fourth slab	2.27%
8	Completion of fifth slab	2.27%
9	Completion of Sixth slab	2.27%
10	Completion of Seventh slab	2.27%
11	Completion of Eighth slab	2.27%
12	Completion of Ninth slab	2.27%
13	Completion of Tenth slab	2.27%
14	Completion of Eleventh slab	2.27%
15	Completion of block/Brick work	1%
16	Completion of internal plaster	1%
17	Completion of floorings	1%
18	Fitting of doors	1%
19	Fitting of windows	1%
20	Completion of staircases and lobbies up to the floor level	2%
21	Completion of lift wells	2%
22	Completion of sanitary fittings	1%
23	Completion of external plumbing	1%
24	Completion of external plaster	2%
25	Completion of elevation, terraces with waterproofing	2%
26	Completion of lifts	2%
27	Completion of water pumps, electro, mechanical and environment requirements	2%
28	Completion of electrical fittings	3%
29	Completion of entrance lobby, paving of areas appertain and all other requirements.	3%
30	Balance upon possession	5%
	TOTAL AMOUNT DUE	100%

1(d) The Allottee/Purchaser's shall be liable to pay and hereby agrees to pay to Promoter/Developer any statutory taxes (as made applicable or amended from time to time) like Service Taxes/GST, VAT, LBT or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee/Purchaser's at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee/Purchaser's shall make over such payment to Allottee/Purchaser's within 7 days upon receiving a notice of demand from Promoter/Developer.

1(e) The Purchaser/s hereby agrees, declares and confirms with the Promoter that the Purchaser/s shall comply with the mandate of S.194-IA of the Income Tax Act, 1961 by deducting TDS, if Applicable, and depositing the same with the concerned Authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax Authorities within the stipulated Period and shall also issue the TDS certificate to the Builder

within the Stipulated Period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him /her /them only if the Promoter is entitled to get credit from the Income Tax Department of such TDS amount paid by the Purchases/s. In case if there is any additional TDS required to deducted) in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this clause shall be applicable for the additional TDS so deducted.

- 1(f)** The consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser's for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter cum Invoice being issued to the Allottee/Purchaser's, which shall only be applicable on subsequent payment.
- 1(g)** The cost of valuation report charges, stamp duty, registration charges, legal charges, conveyance charges of land, MSEDCL deposit, water connection charges and other out of pocket expenses on this transaction shall be borne by the Allottee/Purchaser's only. Further, the Allottee/Purchaser's shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty. The Promoter/Developer undertakes to make themselves available through authorized representative for purpose of registration at 'Seven day notice' from Allottee/Purchaser's. The Promoter/Developer shall not be liable under any law for any delay, laches and /or negligence shown by the Allottee/Purchaser's in presenting this agreement for registration before the competent authority.
- 1(h)** The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser's after the construction of the Building/wing is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser's within forty-five days with an annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser's. If there is any increase in the carpet area allotted to the Allottee/Purchaser's, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser's as per

the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as relied upon to calculate the total consideration in **clause 1(a)** of this Agreement.

- 1(i)** The Allottee/Purchaser's authorizes the Promoter/Developer to adjust /appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/Developer may in its sole discretion deem fit and the Allottee/Purchaser's undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.
- 1(j)** The consideration is exclusive of contribution (being common maintenance charges as detailed in sub-clause (ii) of clause 9.3) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Flat. The Allottee/Purchaser's confirms and agrees that from the date possession of the said Flat is handed over to the Allottee/Purchaser's, all such taxes, levies and Contribution shall be borne and paid by the Allottee/Purchaser's.

2.1 The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/Purchaser's, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser's. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser's and the common areas to the association of the Allottee/Purchaser's after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser's shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Developer as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter/Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 only and Promoter/Developer has planned to utilize Floor Space Index of 1(One) 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/Developer has disclosed the Floor Space Index of 2.5 as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser's has agreed to purchase the said Apartment based on the proposed construction and sale

of Flat to be carried out by the Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developer only.

4.1 (i) If the Promoter/Developer fails to abide by the time schedule for completing the project and handing over the [Flat/Plot] to the Allottee/Purchaser's, the Promoter/Developer agrees to pay to the Allottee/Purchaser's, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser's, for every month of delay, till the handing over of the possession. The Allottee/Purchaser's agrees to pay to the Promoter/Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser's to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser's to the Promoter/Developer.

(ii) Upon the Allottee/Purchaser's committing default in payment on due date of any amount due and payable by the Allottee/Purchaser's to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/Purchaser's agrees to pay to the Promoter/Developer interest at such rates as prescribed in the Rules till the time of payment or realization on all the amounts which become due and payable by the Allottee/Purchaser's to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser's to the Promoter/Developer. However such entitlement of interest shall not be deemed to be a waiver of Promoter/Developer's right to terminate this agreement as per the provisions of this agreement.

(iii) The possession of the said Flat shall be handed over to Allottee/Purchaser's by the Promoter/Developer only upon receipt of all payments including taxes and other charges within stipulated time.

(iv) Any of the following events shall be deemed as default on part of the Allottee/Purchaser's:

- a.** The possession of the said Flat shall be handed over to Allottee/Purchaser's by the Promoter/Developer only upon receipt of all payments including taxes and other charges within stipulated time;
- b.** Default in making timely payment of sums due as mentioned in this agreement;
- c.** Creating nuisance on the site resulting in danger/ damage to the completed or on-going work on the said land, or projects threat to life;
- d.** Delay in accepting the possession of the Flat within a period of three months on intimation to take possession by the Promoter/Developer;
- e.** Denying the membership of the common organization formed for the said project;

- f. Breach of any terms and conditions of this agreement.
- g. Breach of any law or provisions thereto;
- h. Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.

The Allottee/Purchaser's shall not be in default if he removes/remedies such breach within 15 days of notice from the Promoter/Developer to the Allottee / Purchaser's.

4.2 (i) Without prejudice to the right of the Promoter/Developer to charge interest, in terms of sub-clause (ii) of clause 4.1 above, on the Allottee/Purchaser's committing default in payment on due date of any amount due and payable by the Allottee/Purchaser's to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser's committing three defaults of payment of installments, the Promoter/Developer shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter/Developer unless and until the Promoter/Developer shall have given to the Allottee/Purchaser's fifteen days prior notice in writing 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 and default shall have been made by the Allottee/Purchaser's.

(ii) That the Allottee/Purchaser's shall not be entitled to raise any objection to termination made by the Promoter/Developer if the conditions as mentioned in this agreement hereinabove are fulfilled and that Promoter/Developer shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee/Purchaser's. In case of termination of this agreement as per sub-clause (i) of clause 4.2 above, the Promoter/Developer may forfeit up to 10% of agreement value from the consideration amount paid by Allottee/Purchaser's till the date of termination and shall refund the balance amount to the Allottee/Purchaser's. Such refund to the Allottee/Purchaser's shall be within thirty days of termination. Further, Allottee/Purchaser's shall not be entitled to claim refund from the Promoter/Developer the amounts paid by the Allottee/Purchaser's to the government namely service tax, VAT, stamp duty, registration and legal charges. Since the Allottee/Purchaser's has defaulted, the Promoter/Developer shall not be liable to pay to the Allottee/Purchaser's any interest on the amount so refunded. Upon termination of this Agreement the Promoter/Developer, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter/Developer may in his absolute discretion think fit. However, in case Allottee/Purchaser's challenges such termination before any authority, then Promoter/Developer shall be entitled to hold the refund till conclusion of such dispute.

5. The fixtures, fittings and amenities to be provided by the Promoter/Developer in the said Flat and the said building are those that are set out in **Fourth Schedule** written hereunder. The Promoter/Developer shall not be obliged to accept or accede to any request from the Allottee/Purchaser's for making any changes in the amenities to be provided by the Promoter/Developer.
6. The Promoter/Developer shall give possession of the said flat to the Allottee/Purchaser's on or before 31 December 2019. If the Promoter/Developer fails or neglects to give possession of the Flat to the Allottee/Purchaser's on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser's the amounts already received by him in respect of the Flat with interest at the same rate as mentioned in sub-clause (i) of clause 4.1 of this agreement from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

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

- i. war, civil commotion or act of God ;
 - ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - iii. Any other reason beyond the control of the Promoter/Developer.
- 7.1 The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser's as per the agreement shall offer in writing the possession of the Flat, to the Allottee/Purchaser's in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter/Developer shall give possession of the Flat to the Allottee/Purchaser's. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser's in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser's agrees to pay the maintenance charges as determined by the Promoter/Developer or association of Allottee/Purchaser's, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser's in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee/Purchaser's shall take possession of the Flat within 15 days of the written notice from the Promoter/Developer to the Allottee/Purchaser's intimating that the said Flat is ready for use and occupancy.
- 7.3 Upon receiving a written intimation from the Promoter/Developer as per clause 7.1, the Allottee/Purchaser's shall take possession of the Flat from the

Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the Flat to the Allottee/Purchaser's. In case the Allottee/Purchaser's fails to take possession within the time provided in clause 7.1 such Allottee/Purchaser's shall continue to be liable to pay maintenance charges as applicable.

- 7.4 (i)** If within a period of five years from the date of handing over the Flat to the Allottee/Purchaser's, the Allottee/Purchaser's brings to the notice of the Promoter/Developer any structural defect in the Flat or the building in which the Allottee /Purchaser's are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser's shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the Act.

(ii) However, if the Allottee/Purchaser's carries out any alteration or addition or change in the its allotted Flat and/or the Buildings without obtaining prior written permission of the Promoter/Developer and the concerned authorities wherever required, or causes damage to the said Flat/building by misuse, the Promoter/Developer will not be liable to rectify defect caused due to such alteration, addition or change or misuse and thereafter the Common Organization shall be responsible to rectify the same at their cost and efforts.

- 8.** The Allottee/Purchaser's shall use and occupy the said Flat or any part thereof only for residential purpose for which the same has been sold. The Allottee/Purchaser's shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose the same in any manner. The Allottee/Purchaser's shall also use the allotted stilt car parking space for parking the motor vehicle only and shall not park its vehicle in any space except for the allotted car parking space.
- 9.** The Allottee/Purchaser's along with other Allottee/Purchaser/s of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter /Developer within seven days of the same being forwarded by the Promoter /Developer to the Allottee/Purchaser's, so as to enable the Promoter /Developer to register the common organisation of Allottee/Purchaser's. No objection shall be taken by the Allottee/Purchaser's if any; changes or modifications are made

in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter/Developer shall, within six months from the date of receipt of the Occupancy Certificate for the said entire land and buildings situated in or within such period and manner as prescribed as per the prevalent law at that time, cause to convey, the buildings along with common areas and amenities and said land by obtaining/or executing the necessary conveyance deed of the said land (or to the extent as may be permitted by the corporation) in favor of such Society. Such conveyance shall be in keeping with the terms and provisions of this Agreement.

9.2 (i) “Common Organization” means a condominium or co-operative society or limited company of the flat Allottee/Purchaser’s of the said Building, as the Owner/Promoter/Developer decides to form in his discretion, and to whom the Owner/Promoter/Developer shall transfer and convey the Property in accordance with the terms hereof.

(ii) In the event any of the flats in the said Building are unsold at the time of formation and registration of the Common Organization, then the Promoter/Developer shall retain such unsold flats as the Promoter/Developer thereof.

(iii) Subject to the rights of the Allottee/Purchaser’s to the said Flat not being adversely affected, the Allottee/Purchaser’s shall cooperate in passing necessary resolution confirming the right of the Promoter/Developer as and when the Promoter/Developer shall require the Common Organization to pass such a resolution, to carry out additional construction on the said Buildings as stated in this Agreement, and also confirming the right of the Promoter/Developer to sell on ownership basis other flats of the said buildings.

9.3 (i) Commencing a week after notice in writing is given by the Promoter/Developer to the Allottee/Purchaser’s that the said Flat is ready for use and occupation, the Allottee/Purchaser’s shall be liable to pay for proportionate shares of outgoings in respect of the said land and buildings namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the building of the said property. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Flat.

(ii) The Allottee/Purchaser’s shall pay to the Promoter/Developer an amount of **Rs. 3/- Per Sq. Ft.** as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Project (like electricity of common areas, security, property tax, maintenance of common areas,

salaries) until conveyance of said land is executed in favor of the Society, subject to a maximum period of twelve months from the date of notice specified in clause 7.1. The amounts so paid by the Allottee/Purchaser's to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until a conveyance is executed in favor of the Society as aforesaid. The Allottee/Purchaser's undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee/Purchaser's does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter/Developer shall be entitled to levy interest @ 15% on such delayed payment from the date when the payment is due till the date of actual payment.

(iii) That the Promoter/Developer shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee/Purchaser's while shifting goods or while getting interior work done in the Flat purchased. The Allottee/Purchaser's shall be liable to restore the original position of damaged areas at his own cost and effort.

(iv) Where the Allottee/Purchaser's has to make any payment in common with other Allottee/Purchaser'ss in said Project, the same shall be in proportion which the carpet area of the said Flat bears to the total carpet area of all the said Flats in the said property.

The Allottee/Purchaser's shall on or before delivery of possession of the said premises keep deposited with the Promoter/Developer, 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 Allottee/Purchaser's shall pay to the Promoter/Developer a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser's shall pay to the Promoter/Developer, the Allottee/Purchaser's' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/Purchaser's shall pay to the Promoter/Developer, the Allottee/Purchaser's' 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. The Promoter/Developer hereby represents and warrants to the Allottee/Purchaser's as follows –
- a. The Promoter/Developer has clear and marketable title with respect to the said land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the Project;
 - b. The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the said land and shall obtain requisite approvals from time to time to complete the development of the said land;
 - c. There are no encumbrances upon the said land except those disclosed in the title report;
 - d. There are no litigations pending before any Court of law with respect to the said land except those disclosed in the title report;
 - e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said land and said building/wing shall be obtained by following due process of law and the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - f. The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and

interest of the Allottee/Purchaser's created herein, may prejudicially be affected;

- g.** The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee/Purchaser's under this Agreement; The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee/Purchaser's in the manner contemplated in this Agreement;
 - h.** The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said flat to the Allottee/Purchaser's in the manner contemplated in this Agreement;
 - i.** At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchaser's the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchaser's;
 - j.** The Promoter/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - k.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/Developer in respect of the project land and/or the Project except those disclosed in the title report.
14. **(i)** The Allottee/Purchaser's for himself with intention to bring all persons into whosoever hands the Flats may come, hereby covenants with the Promoter/Developer as follows:
- a.** To maintain the Flat at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
 - b.** Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or

structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/Purchaser's in this behalf, the Allottee/Purchaser's shall be liable for the consequences of the breach.

- c. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee/Purchaser's and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser's committing any act in contravention of the above provision, the Allottee/Purchaser's shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter/Developer and/or the Common Organization.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- g. Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit demanded by the

concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

- h.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/Purchaser's for any purposes other than for purpose for which it is sold.
 - i.** Until all the dues payable by the Allottee/Purchaser's to the Promoter /Developer under this Agreement are fully paid, the Allottee/Purchaser's shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat without obtaining prior written permission from the Promoter/Developer.
 - j.** The Allottee/Purchaser's shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser's shall also observe and perform all the stipulations and conditions lay down by the Common Organization /Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - k.** Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Common Organization, the Allottee/Purchaser's shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - l.** Till a conveyance of the said land on which the building in which Flat is situated is executed in favor of Common Organization, the Allottee/Purchaser's shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (ii)** The Allottee/Purchaser's declares and confirms that before execution of this Agreement, the Promoter/Developer has disclosed to the

Allottee/Purchaser's the title of the Promoter/Developer in respect of the Property, and the Allottee/Purchaser's has taken inspection of the documents of title provided in Annexure E.

(iii) The Allottee/Purchaser's confirms that it has satisfied itself in respect of title of the Promoter/Developer in respect of the said Land, and shall not raise any queries/ objections in that respect.

(iv) The Allottee/Purchaser's hereby gives its informed, unconditional and unequivocal consent and confirms to the Promoter/Developer that the Promoter/Developer will be entitled to utilize any FSI presently available or available in the future from the said entire land or any part thereof till the entire development of '**PRIYANKA UNITE**' is completed in all respects, even after the Promoter/Developer may have given the possession of the said Flat to the Allottee/Purchaser's. However, with respect to the future development potential of the said entire Land the benefit thereof shall ensure to the Promoter/Developer till the execution of the deed of conveyance/lease by the Promoter/Developer in favor of the Common Organization where after the same shall ensure to the benefit of the Common Organization. In the event the FSI in respect of the locality or the said entire Land or any part thereof, is increased or there is favorable relaxation of the building regulations at any time hereafter, the Promoter/Developer alone shall be entitled to the benefit of the additional FSI for the purpose of development on the said Property as may be permissible under the prevailing development rules and regulations, however only until the execution of the deed of conveyance/lease by the Promoter/Developer as aforesaid. The residual FSI or the FSI accruing pursuant to any increase or favorable relaxation of the building regulations at any time hereafter in the said Larger Land which is inclusive of the said Land or the layout, if any, not consumed, will be available to the Promoter/Developer, however only until the execution of the deed of conveyance/lease as aforesaid. The Allottee/Purchaser's hereby agrees to give all the facilities and assistance that the Promoter/Developer may require from time to time after the Promoter/Developer delivers the possession of the said Flat but at the costs and expenses of the Promoter/Developer so as to enable the Promoter/Developer to complete the development of the said Larger Land in the manner that may be determined by the Promoter/Developer, subject to the terms of this Agreement.

15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser's 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 Flat unless all amounts as agreed upon in this agreement is paid by the Allottee/Purchaser's to the Promoter/Developer and unless this agreement is duly stamped under the Bombay stamp Act and registered under the Registration Act, 1908. The Allottee/Purchaser's shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter/Developer until the Building is conveyed to the entity of Allottee/Purchaser's.
17. **PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :** After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the [Flats/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee /Purchaser's who has taken or agreed to take such [Flat].
18. Forwarding this Agreement to the Allottee/Purchaser's by the Promoter /Developer does not create a binding obligation on the part of the Promoter /Developer or the Allottee/Purchaser's until, firstly, the Allottee/Purchaser's signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee/Purchaser's and secondly, appears for registration of the same before the concerned sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser's fails to execute and deliver to the Promoter/Developer this Agreement within thirty days from the date of its receipt by the Allottee/Purchaser's and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee/Purchaser's for rectifying the default, which if not rectified within fifteen days from the date of its receipt by the Allottee/Purchaser's, application of the Allottee/Purchaser's shall be treated as cancelled and all sums deposited by the Allottee/Purchaser's in connection therewith including the booking amount shall be returned to the Allottee/Purchaser's without any interest or compensation whatsoever.
19. 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 Flat.
20. This Agreement may only be amended through written consent of the Parties.

21. 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 property shall equally be applicable to and enforceable against any subsequent Allottee/Purchaser's of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.
22. 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. Wherever in this Agreement it is stipulated that the Allottee/Purchaser's has to make any payment, in common with other Allottee/Purchaser's in property, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the Property.
24. 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. The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter /Developer's Office i.e. Navi Mumbai/Raigad District or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser's. After the Agreement is duly executed by the Allottee/Purchaser's and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.
26. The Allottee/Purchaser's and/or Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.
27. **(i)** Upon an installment becoming due, the Promoter/Developer shall issue a notice of demand cum Invoice giving maximum 15 days' time from date of notice to

Allottee/Purchaser's for making the payment of installment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

(ii) All notices including notice of demand to be served on the Allottee/Purchaser's and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee/Purchaser's and the Promoter/Developer by Registered Post A.D/ Speed Post and notified mail ID at their addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter/Developer. Thereafter, the Allottee/Purchaser's shall be barred from claiming the non-receipt of the notice of demand.

Name & Address (Allottee/Purchaser's) :- 1) MRS._____ AND 2) MR._____, Adults, Individuals, having address at

(iii) Upon handing over of the possession of the Flat to the Allottee/Purchaser's under this agreement, all the notices on the Allottee/Purchaser's shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

28. That in case there are Joint Allottee/Purchaser's all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser's whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser's.
29. The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser's.
30. Any dispute, including that of any adverse material change in any of the parameters in the said entire project, between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the concerned authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
31. 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 Mumbai courts will have the jurisdiction for this Agreement.
32. The Allottee/Purchaser's has purchased the said Flat as an Investor. The Allottee/Purchaser's intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the Allottee/Purchaser's shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp

Act, 1958. Without prejudice to the Allottee/Purchaser's right as an Investor, the Allottee/Purchaser's may continue to hold the said Flat like any other Allottee/Purchaser's if he does not sell it within one year.

33. The Allottee/Purchaser's, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser's understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter/Developer accepts no responsibility in this regard. The Allottee/Purchaser's shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser's subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser's to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser's and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favor of the Allottee/Purchaser's only.

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

FIRST SCHEDULE

(Land Schedule)

All that piece and parcel of the land bearing amalgamated **Plot No.38+38A, & 41, Sector-18(pt), Ulwe, Tal. Panvel, Dist. Raigad. of 12.5% GES** Scheme containing by admeasurements **4250.51 Sq. Mtrs.** situated in the jurisdiction of Raigad district. Within the Registration District Sub-District Alibag/Raigad/Panvel, bounded as follows:

On or towards North by : 30 Mtrs. Wide Road,

On or towards South by : 11 Mtrs. Wide Road,

On or towards East by : Plot No.39 & 40,

On or towards West by : 15 Mtrs. Wide Road,

SIGNED, SEALED AND DELIVERED
By the within Named “DEVELOPER”

**M/s. PRIYANKA REGENCY
BUILDERS & DEVELOPERS PRIVATE LIMITED.**
Through its Director:

Mr. _____ : _____

In the presence of:

- 1. Mr. _____ :
- 2. Mr. _____ :

SIGNED, SEALED AND DELIVERED
By the within Named “PURCHASERS”

1) **MRS.**_____ : - _____
(Pan No._____))

AND

2) **MR.**_____ :- _____
(Pan No._____))

In the presence of

- 1. Mr. _____ :
- 2. Mr. _____ :

SECOND SCHEDULE
(Common Amenities of the said project)

- a) Garden
- b) Playing Equipment in garden
- c) Power backup for common area
- d) Elevators with DG back up
- e) Society office and Security cabin

THIRD SCHEDULE
(Description of the Flat)

Flat No._____, **_____ -Wing**, on the **_____ Floor** admeasuring **_____Sq. Mtrs.**
Carpet Area in the building known as ‘**PRIYANKA UNITE**”, being constructed on
(GES) **Plot No.38+38A & 41, Sector-18, Ulwe, Tal. Panvel, Dist. Raigad.** (Navi
Mumbai).

FOURTH SCHEDULE
(Fixtures, fittings and amenities to be provided in the said Flat)

- 1. Flooring : Vitrified Flooring in rooms.
- 2. Kitchen : Granite top kitchen platform with service platform,
: Full glazed designer tiles in kitchen up to beam level,
- 3. Toilets : C.P. fittings in all toilets and kitchen as well,
: Full glazed designer tiles in all toilets. {interior concept},
: Anti skid flooring in all toilets, Granite door frames with
moldings for toilets,
- 4. Windows : Anodized sliding windows on granite frames,
: Separate single track for mosquito net,
- 5. Electrical : Concealed copper wiring of polycab {ISI} with adequate points, For
A/c, Geyser, Washing Machine, T.V. Cable, Telephone etc.,
- 6. Wall Finish : India Gypsum based internal plaster with smooth acrylic wall finish,
: Hall & Bedroom ceilings,
- 7. Doors : Fiber molded FRP/ GEL Lamination doors for toilets,
: All internal doors are in designed laminates with paneling,

8. Plumbing : CPVC Anti- Corrosion concealed plumbing with Pressure testing In all the toilets,

RECEIPT

RECEIVED of and from the within named ALLOTEE /PURCHASERS, **Mrs.** _____ & **Mr.** _____, a sum of **Rs.** _____/-
(**Rupees** _____ **Only**) as Earnest Money Deposit or Part Payment towards **Flat No.**____, ____-Wing, On _____ **Floor** in the “Priyanka Unite” Building Known as at Plot No.38+38A, & 41, Sector-18, Ulwe, Tal. Panvel, Dist. Raigad (Navi Mumbai.)

WE SAY RECEIVED
Rs. _____/-

M/s. PRIYANKA REGENCY
BUILDERS & DEVELOPERS PRIVATE LIMITED.
(Director)

AGREEMENT FOR SALE

Flat No.**B-1003**,Tenth Floor,
Wing- **B**
In The Building Known As
“Priyanka Unite”
Building Known as at Plot No.38+38A+41, Sector-18
Ulwe, Tal. Panvel, Dist. Raigad, (Navi Mumbai).
Building: Ground + 10 floors

Admeasuring **42.66** Sq. Mts. Carpet Area

PRICE: **Rs.63,25,000/-**

THIS AGREEMENT is made and entered into at **Sanpada**, on this _____ Day of **SEPT, 2017**.

BETWEEN

M/s. Priyanka Regency Builders & Developers Pvt. Ltd. (Pan No.AAECp5519J), a company registered under the Companies Act. 1956, having its office at Shop No.12-A, ‘Priyanka Complex’, Plot No. 04, Sector-10, Sanpada, Navi Mumbai-400705, Indian Inhabitant hereinafter referred to as "**PROMOTER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his legal heirs, executors, administrators and assigns of such last survivor) of the **One Part**;

AND

1) MRS.SHILPA SUBHASH BANGAR (PAN-ARIPB7684A) AND 2) MR.SUBHASH RAKHMAJI BANGAR (PAN-AHTPB8879L), Adults, Individuals, having address at Gulmohar Society, C-17, Room No. 1/7, Sector-24, Juinagar, Sanpada, Navi Mumbai-400706, hereinafter referred to as “**ALLOTTEE/PURCHASER’S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators and assigns, nominees) of the **Other Part**.

The **PROMOTER /DEVELOPER** and the **ALLOTTEE/PURCHASER’S/s** are hereinafter individually referred to as the "Party" and collectively as "Parties".

