

AGREEMENT FOR SALE OF FLAT

THIS AGREEMENT is made at BHAYANDER this.....day of..... in the year Two Thousand and Seventeen between **AIMS PROMOTERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered office at R-10,11,12, Ansal Chambers, 1,3, Bhikaji Cama Place, New Delhi-110066, and also having its business office in Mumbai at 401, Terminal 9 Building, Nehru Road, Vile Parle (E), Mumbai-400057, hereinafter called as “THE PROMOTER/S” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) **of the ONE PART:**

AND

Mr./Mrs./M/s. _____, Mr./Mrs./M/s.

_____ an adult Indian

Inhabitant, presently residing at _____

Hereinafter called as "THE ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns or partners) **of the OTHER PART.**

WHEREAS:-

- i. THE pieces and parcels of open lands bearing Old Survey No. 253, New Survey No.42, Hissa No.1, admeasuring 30.4 Guntha or 3040 Sq. Meters, equivalent to 3635.84 sq. yards, of Revenue Village Navghar, situated at Bhayander (East), within the limits of Mira Bhayander Municipal Corporation, Taluka and District Thane, as more particularly described in the **First Schedule** hereunder Written, hereinafter referred to as the said '**Larger Property**', which originally belonged to SHRI DILIP RAMCHANDRA PATIL and OTHERS, hereinafter referred to as the said "**Original Owners**" of the said Larger Property and accordingly their names appeared in the Land Record i.e. 7/12 Extract of the said Large Property as owners.
- ii. The said owners Shri Dilip Ramchandra Patil & Others by a Deed of Conveyance dated May 17, 2010 duly registered under Sr. No. TNN-4/04881/2010 on May 20, 2010 sold, assigned, transferred and conveyed the said Large Property to M/s. GUJARAT REALTORS at consideration price and on the terms and conditions mentioned therein. Simultaneously Shri Dilip Ramchandra Patil & Others had also handed over the peaceful and vacant possession of the said Large Property free from all encumbrances to M/s. Gujarat Realtors and accordingly name of the said M/s. Gujarat Realtors entered in to the Land Record i.e. 7/12 Extract as owners of the said Large Property.

- iii. THE ANOTHER pieces and parcels of open lands bearing Old Survey No. 254, New Survey No.41, Hissa No.6, admeasuring 560.00 Sq. Meters of Revenue Village Navghar, situated at Bhayander (East), within the limits of Mira Bhayander Municipal Corporation, Taluka and District Thane, as more particularly described in the **First Schedule** hereunder Written, hereinafter referred to as the said '**Smaller Property**', which originally belonged to SHRI JANARDHAN WAMAN PATIL & OTHERS and SHRI CHITRANJANDAS WAMAN PATIL & OTHERS jointly as owners of the said Smaller Property and accordingly their names appeared in the Land Record i.e. 7/12 Extract of the said smaller property as owners.
- iv. The said co-owners SHRI JANARDHAN WAMAN PATIL & OTHERS executed an Irrevocable Power of Attorney dated 17/08/1992 in favour of SHRI CHITRANJANDAS WAMAN PATIL & OTHERS who were also co-owners of the said smaller property and thereby granted various powers and authorities interalia to sell the said smaller property and execute conveyance therein.
- v. The said SHRI CHITRANJANDAS WAMAN PATIL & OTHERS by an Agreement dated 24/11/1994 agreed to sell, assign and transfer their all rights, title and interests in respect of the said smaller property to SHRI SHAILESH C. PATEL and SHRI NITESH B. PATEL being the Partner of M/s. S.K. DEVELOPERS at consideration price and on the terms and conditions mentioned therein. Simultaneously the said SHRI CHITRANJANDAS WAMAN PATIL & OTHERS had also executed an Irrevocable Power of Attorney in favour of SHRI SHAILESH C. PATEL and SHRI NITESH B. PATEL and thereby granted various powers and authorities interalia to sell the said smaller property and execute conveyance thereof.
- vi. The legal heirs of Shri Janardhan Waman Patil & Others have executed an Irrevocable Power of Attorney dated 25/06/2006 to and in favour of SHRI SHAILESH C. PATEL and SHRI NITESH B. PATEL being the Partner of M/s. S.K. DEVELOPERS and thereby granted various powers and authorities interalia to sell the said smaller property and execute conveyance thereof.

- vii. The owners Kishor Janardhan Patil, Ashok Janardhan Patil, Jitendra Janardhan Patil, Prashant Arun Patil, Vaishali Arun Patil, Sandip Arun Patil, Aparna Arun Patil, Kalpita Arun Patil, Vaijayanti Arun Patil, Avinash Narendra Patil, Jayamala Narendra Patil, Parag Narendra Patil, Suchita Suryakant Mhatre, Vaibhav Suryakant Mhatre, Surendra Madan (Madhusudan) Mhatre, Devram Waman Patil, Leelabai Anant Patil, Pravin Anant Patil, Jaykumar Anant Patil, Deepak Anant Patil, Chitranjandas Waman Patil, Shashikant Waman Patil, Vasant Waman Patil, Kusum Sadashiv Bhoir, Revatibai Dinkar Patil, Meena Vasant Tawre, Hemprakash Waman Patil all jointly by a Conveyance dated 29/07/2010 registered under Doc. No.TNN-7/06610/2010 sold, assigned, transferred and conveyed unto the said M/s. GUJARAT REALTORS all the pieces and parcels of open land admeasuring 260 Sq. Meters of the said smaller property (**hereinafter referred to as the smaller property 2**) as more particularly described in the **First Schedule** hereunder written. The said M/s. S. K. DEVELOPERS as the Confirming Party in the said conveyance released and relinquished all their right title and interests in respect of the said smaller property 2 in favour of M/s. GUJARAT REALTORS and accordingly they have also handed over the peaceful and vacant possession of the said smaller property 2 to M/s. GUJARAT REALTORS free from all encumbrances. The name of said M/s. Gujarat Realtors entered in to the Land Record i.e. 7/12 Extract as owners of the said Smaller Property 2.
- viii. In the manner aforesaid M/s. GUJARAT REALTORS have obtained the full right and absolute authority from the owners and all such person or persons having rights or claims in any manner in respect of the said Larger Property admeasuring 3040 Sq. Meters and the said Smaller Property 2 admeasuring 260 Sq. Meters in aggregate, admeasuring 3,300 Sq. Meters are contiguous, as more particularly described in the **First Schedule** hereunder written, (hereinafter collectively referred to as “the said property” for the sake of brevity) to commence and carry on the development thereof and also covenant from them to execute the conveyance of the said properties in favour of the nominee/s of the Developers.
- ix. The said M/s. Gujarat Realtors, through their Architect M/s Nalen Parmar, Architects, vide various letters, submitted a proposal for

developing the said Property jointly under a combined layout under the Rental Housing Scheme with the benefit of FSI at Index-IV to Mumbai Metropolitan Region Development Authority (**MMRDA**) .

- x. Under the Rental Housing Scheme of MMRDA, the Rental Housing Component shall be developed on FSI-1 Potential i.e. approximately admeasuring 825 sq. meters and the same shall be conveyed to MMRDA free of cost. About 165 Rental Housing units of minimum 160 sq. feet carpet area shall be constructed and handed over free of cost to the MMRDA. The aforesaid potential of FSI-1 of the said Property is hereinafter referred to as the said '**Rental Housing Component**'. The balance area on the said Property carrying an FSI potential of FSI-3 is hereinafter referred to as the said '**Developable Component**'.
- xi. Out of the said Developable Component, the M/s. Gujarat Realtors shall on their own and at their own costs and expenses, develop a building comprising of G+7 storeys and admeasuring approx 360 Sq. Meters and handover the same to the Original Owners SHRI DILIP RAMCHANDRA PATIL and OTHERS (Original Owner Building).
- xii. The Plan for the development of the said Property has been sanctioned by the MBMC and the Owner has obtained Commencement Certificate dated January 15, 2011 for the same.
- xiii. The M/s. Gujarat Realtors herein have agreed to develop the said Rental Housing Component and the said Original Owner Building on their own and at their own costs and expenses and shall hand over the Rental Housing units to MMRDA in accordance with MMRDA's letter dated August 4, 2010 and handover the Original Owner Building to the Original Owners, respectively.
- xiv. After acquiring the rights of development, construction and sale of flats and pursuant thereto sanction and approval of plans, lay out, conversion of lands and clearance from the ULC department, the said M/s. Gujarat Realtors, have by a Development Agreement dated 28/06/2011, duly registered under Sr. No. TNN-7/4762/2011 and irrevocable General Power of Attorney of the same date, agreed to sell and granted development rights in respect THE BALANCE FSI potential available on the said Property (i.e. the total FSI available on

said Property minus the Rental Housing Component and the Original Owner Building) having an FSI component equivalent to approx 2115 Sq. Meters is hereinafter referred to the 'Sale Component' to the Promoters i.e. M/s. AIMS PROMOTERS PRIVATE LIMITED above named and transferred their rights of development as well as all the sanctions and permissions unto and in favour of the Promoters above named with exclusive rights to carry out and complete the constructions and sell the flats to any one of their choice free from all encumbrances of any nature. They have granted the full powers and authorities unto the partners of the Promoters with specific terms and covenants to make out and deduce a clear and marketable title, right and liberty to the Promoters to sell the flats and shops to prospective buyers and ultimately a covenant for conveyance in favour of the Promoters or their nominee/s or co-operative Housing Society formed by the flat purchasers.

- xv. In accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation and/or MMRDA, the Promoters are developing the said property described in the First Schedule hereto and they are constructing thereon presently one building to be known as **"AIMS SEA VIEW"** comprising of Two Towers, A wing which comprises of G+20 Upper Floors and B wing which comprise of G+19 Upper Floors alongwith Podium. The Promoters has obtained CC dated 31/05/2011 and further obtained revised CC dated 18/06/2013 both issued by MBMC.
- xvi. In the manner aforesaid the Promoters i.e. M/s. AIMS PROMOTERS PRIVATE LIMITED are fully entitled to develop the said property and construct building/s thereon in accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation and MMRDA. The Promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building to be constructed on the said property.
- xvii. The Promoters have obtained the following sanctions and approvals: (a) Order u/s. 8 (4) of U.L.C. Act issued from the Additional Collector & Competent Authority, Thane. (b) Approval of Building plan. (c) N. A. Order issued from the Collector at

Thane. (d) Sanctioned and approval Letters issued by MMRDA (e) Building Permission & Commencement Certificate from Mira Bhayander Municipal Corporation. The copies of the above mentioned orders, sanctions and approvals are attached herewith forming the part of Annexure.

- xviii. Mira Bhayander Municipal Corporation have sanctioned and approved the plan and issued the C.C. (Commencement Certificate) upto 7th floor for carrying out the construction in respect of the said property on the basis of the plan submitted by the Promoter and it is the further proposal of the Promoter to expand the construction by using TDR and for that they will submit their plan for construction of the said building Ground + 8 Upper Floors or more as may be sanctioned by utilizing the TDR and in accordance therewith the Promoter shall apply for and obtain a revised C.C. issued by MBMC.
- xix. In accordance with the plans sanctioned by the Mira Bhayander Municipal Corporation, the Promoters are developing the said property described in the First Schedule hereto and they are constructing thereon the building to be known as **“AIMS SEA VIEW”** comprising of Two Towers, A wing which comprises of G+20 Upper Floors and B wing which comprise of G+19 Upper Floors alongwith Podium.
- xx. The Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- xxi. The Promoter is in possession of the project land.
- xxii. The Promoter has proposed to construct ‘The Project’ means the FSI as mentioned of C.C. attached hereto is to be consumed for the construction of the building known as **“AIMS SEA VIEW”** on the part of the said land.
- xxiii. The Allottee is offered a flat bearing number ____ on the ____ floor, (herein after referred to as the said “flat”) in the Building called **“AIMS SEA VIEW”** (hereinafter referred to as the said “Building”) being constructed by the Promoter.
- xxiv. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

- xxv. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in **Annexure 'F'**;
- xxvi. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- xxvii. By virtue of above referred Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Flats to receive the sale consideration in respect thereof;
- xxviii. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- xxix. 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 Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.
- xxx. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. Mira Bhayander Municipal Corporation (MBMC) have been annexed hereto and marked as **Annexure C-1.**
- xxxi. 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,**
- xxxii. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved

by the local authority have been annexed and marked as **Annexure D**.

- xxxiii. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- xxxiv. 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.
- xxxv. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- xxxvi. The Allottee has applied to the Promoter for allotment of a Flat No. onfloor in Tower “___” in the building known **“AIMS SEA VIEW”** being constructed on the said property,
- xxxvii. The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of a 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 or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.
- xxxviii. 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;
- xxxix. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupeesonly), being part payment of the sale consideration of the flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to

pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- xl. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;
- xli. U/s.13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat/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 known as **“AIMS SEA VIEW”** comprising of Two Towers, A wing which comprises of G+20 Upper Floors and B wing which comprise of G+19 Upper Floors alongwith Podium on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No. of the type of carpet area admeasuring sq. meters on floor in Tower “___”in the building known as **“AIMS SEA VIEW”** (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1** and **C-2** 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 **Second Schedule** Annexed herewith. (The price of the Flat including the

proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. _____/-.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees.....) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts,

water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, 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 [Flat/Plot].
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ ___ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the

defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the installment mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____

by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats 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 [Flat/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat 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 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.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Flat/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Flat/Plot]: Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the [Flat/Plot] 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 [Flat/Plot] to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other Allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are

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

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid

over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said

premises keep deposited with the Promoter, the following amounts :-

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

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declare 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 Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Plot] to the Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Flat at the Allottee'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.
 - ii. 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 in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it

was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the 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 colour 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 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 Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat 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 Flat 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 Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the

Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 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 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.
 - xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
 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 Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat 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 *[Flat/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Flat/Plot] to the total carpet area of all the [Flats/Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually

agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of lands admeasuring 3,300 Sq. Meters in aggregate lands forming the part of lands property bearing Old Survey No. 253, New Survey No.42, Hissa No.1, admeasuring 30.4 Guntha or 3040 Sq. Meters AND land admeasuring 260 Sq. Meters out of land property bearing Old Survey No. 254, New Survey No.41, Hissa No.6, admeasuring 560.00 Sq. Meters of Revenue Village NAVGHAR, Taluka & Dist. Thane lying, being and situate at Bhayander (E), within the limits of Mira Bhayander Municipal Corporation, Registration sub District at Thane and bounded as follows:

On or towards the East: By Survey No.

On or towards the West: By Survey No.

On or towards the North: By Survey No.

On or towards the South: By Survey No.

THE SECOND SCHEDULE ABOVE REFERRED TO:

A FLAT/SHOP No. _____ admeasuring _____ sq. mts carpet on the _____ floor in Tower “____” of the building known as **“AIMS SEA VIEW”** to be constructed in the layout of the properties described in the first schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have hereunto set subscribed their respective hands and seals the days and year first herein above written.

SIGNED, SEALED & DELIVERED)

By the within named “PROMOTERS”)

AIMS PROMOTERS PRIVATE LIMITED)

in the presence of WITNESSES:

1. Name

Signature

2. Name

Signature _____

SIGNED, SEALED & DELIVERED)

By the within named "**ALLOTTEE/S**")

Mr. _____)

Mrs . _____)

in the presence of WITNESSES:

1. Name

Signature

2. Name

Signature _____

RECEIPT

RECEIVED the day AND year first hereinabove)

Written from the within named ALLOTTEE/S)

a sum of RS. _____/-(Rupees _____)

_____Only)

as part payment towards the purchase of flat)

as within mentioned to be paid by him/her to us)

by Cash/Cheque No. _____)

Dated _____ Drawn on the _____)

_____.)

WE SAY RECEIVED

RS. _____/-

Director/Authorized Signatory

For ***AIMS PROMOTERS PRIVATE LIMITED***)

Witnesses:

1.

2.

Note – Execution clauses to be finalized in individual cases having regard to the

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or

any other revenue record showing nature of the title of the

Vendor/Lessor/Original

Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(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)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Flat),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real

Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees

..... on

execution of this agreement towards Earnest Money Deposit or application fee

I say received. The Promoter/s.