

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at PANVEL (NAVI MUMBAI)
this ____ day of _____ 20__.

BETWEEN

M/s. AAGAM BUILDCON, A Partnership Firm registered under the Indian Partnership Act, 1972 having its Office at shop no. 3, Tulsi Sapphire, Plot no. B-1A, Sector No. 08, Ulwe, Taluka Panvel, District Raigad, hereinafter referred to as the “BUILDERS/ PROMOTERS” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors and administrators of the last surviving partners and their permitted assigns) of the ONE PART.

AND

Mr/Mrs/Ms. _____

Aadhar No. _____ & Pan card No. _____,

Mr/Mrs/Ms. _____

Aadhar No. _____ & Pan card No. _____,

Residing at _____

hereinafter called the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs executors and administrators and his/her/their permitted assigns) of the **OTHER PART**.

WHEREAS:

A] THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company incorporated under the Companies Act, 1956 (I of 1956) and having its Registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai 21, (hereinafter referred to as “The CORPORATION”) is the New Town Development Authority declared for the area designated as a site for New Town of Navi Mumbai by Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1965 (hereinafter referred to as the said M.R. & T.P ACT).

B] The Government of Maharashtra has been acquiring lands pursuant to Section 113-A, of the said Act and is vesting such lands in Corporation for it’s development and disposal, on such terms, conditions, stipulations, covenants, and for a consideration as the corporation may decide from time to time.

C] The corporation in the due process of its working, acquired some agricultural landed property at Village Ulwe, of Taluka Panvel, District Raigad for the development of Navi Mumbai. Under 12.5% Gaothan Expansion Scheme introduced by the Corporation has granted an award and recorded the name of following as the beneficiary member to the said award:

1] Shri Narayan Dharma Paringe alias Paranga

Through his legal heirs

A] Mrs. Thakubai Narayan Paringe

B] Shri Namdeo Narayan Paringe

C] Shri Pramod Narayan Paringe

D] Shri Rajendra Narayan Paringe

E] Shri Bhalchandra Narayan Paringe

2] Shri Vithal Dharma Paringe alias Paranga

[hereinafter referred to the “said farmers”]

- D] Pursuant to the notification issued by the Urban Development Department of the Government of Maharashtra, the Corporation decided to allot to the said farmers a Plot of land at and under the 12.5% Gaothan Expansion Scheme at revenue village Ulwe of Taluka Panvel, District Raigad in exchange to the plot acquired by CIDCO.
- E] The Corporation caused prepared layout of plots at village Ulwe of Taluka Panvel, District Raigad for its allotment to the land affected people.
- F] The Corporation by its Allotment Letter bearing No. CIDCO/BHOOMI/SATYO /ULWE/249/1695/2010 dated 21/09/2010 allotted to the said farmers a plot of land bearing F-36 admeasuring an area of 2399.08 Sq.mtrs. or thereabout, in Sector No. 08 of revenue village Ulwe of Taluka Panvel, District Raigad. The said farmers be hereinafter called and referred to as the “Original Lessees”. The said plot of land be hereinafter called and referred to as the “PROJECT LAND” more particularly described in the **SCHEDULE I** annexed to this Agreement.
- G] The Corporation on 30/09/2010 executed a Lease Agreement with the Original Lessees and by a separate possession letter placed them in peaceful and vacant possession of the said property at and for a full premium of Rs.30,000/- (Rupees Thirty thousand only) paid to the Corporation. The said Agreement to Lease is with the benefit and right to construct building/s as permitted by the Corporation and other local authority. The said Agreement to Lease dated 30/09/2010 is duly registered with the Office of Sub-Registrar of Assurances at Panvel No. 2 Vide its Registration Serial No. 9764/2010 on 30/09/2010.
- H] By an Tripartite Agreement dated 12/06/2012 and pursuant to the permission sought by the Original lessees, the Corporation had transferred the lease under 12.5% GES of the said property to the Subsequent Lessee M/S. Sunny Buildtech Private Limited. The said Tripartite Agreement is duly registered in the office of Sub- Registrar of Assurances at Panvel Office No. 3 on 12/06/2012 Vide Serial No. 6184/2012.

- I] Further by an Tripartite Agreement dated 09/03/2015 and pursuant to the permission sought by the said subsequent lessees, the Corporation had transferred the lease under 12.5% GES of the said property to the New Lessees **M/s. Aagam Buildcon**. The said Tripartite Agreement is duly registered in the office of Sub- Registrar of Assurances at Panvel Office No. 2 on 09/03/2015 Vide Serial No. 2054/2015.
- J] By its Final Transfer Order Letter dated 12 March 2015 bearing Ref. No. CIDCO/ESTATE/SATYO/ULWE/1695/2015, the CORPORATION has transferred the said Plot in favour of M/s. AAGAM BUILDCON, the Vendors/Promoters herein.
- K] By a Development Agreement dated 30 June 2017 executed between the said farmers and the Vendors herein, the Vendors have agreed to construct the building on the said plot and handover certain flats to the said farmers as per the terms and conditions mentioned in the said agreement. The said Development Agreement is duly registered in the office of Sub- Registrar of Assurances at Panvel Office No. IV on 30/06/2017 Vide Serial No. 7150/2017.
- L] The Vendors/Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- M] By virtue of the Tripartite Agreement dt.09/03/2015, M/S. AAGAM BUILDCON have obtained absolute leasehold rights of the said property and the Vendors/Promoters are in possession of the project land.
- N] THE PROMOTERS herein have decided to construct one building comprising of Flat/shops and shops on the said property to be known as **“PILLARS REGENCY”** and to sell the Flat/shops/shops in the said building to the prospective purchaser/s. The said building consists of ground plus 14 upper floors.
- O] THE PROMOTERS have obtained the plan sanctioned on 24.09.2015 from the corporation and the corporation have also issued a Commencement Certificate Vide its Letter No. CIDCO/B.P.- 11390/TPO/NM&K/2015/1066 dated 24.09.2015.
- P] The Allottee is offered an Flat/shop/shop bearing number _____ on the _____ floor, (herein after referred to as the said “Flat/shop/shop”) in the Building called **"PILLARS REGENCY"** (herein after referred to as the said “Building”) being constructed on the project land, by the Promoter.

- Q] 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. The said building is being constructed by the Promoters in accordance with the building plans prepared by Architects M/s. Triarch Design Studio and sanctioned by the Corporation and the Local Authority.
- R] The Promoter has appointed a structural Engineer M/s. Agharkar Consulting Engineers Pvt. Ltd 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.
- S] The PROMOTERS by virtue of the said Tripartite Agreement dated 09/03/2015 and Development Permission/Commencement Certificate dated 24.09.2015 are entitled to cause & commence the development work of the project land by constructing residential cum commercial building thereon to be known as **“PILLARS REGENCY”** in accordance with the plans, designs and specifications approved by CIDCO and Navi Mumbai Municipal Corporation. The Promoter has sole and exclusive right to sell the Flat/shop/shops 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 Flat/shops to receive the sale consideration in respect thereof;
- T] 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 M/s. Triarch Design Studio 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;
- U] Authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, showing the nature of the title of the Promoter to the project land on which the Flat/shop are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A'**.
- V] Authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'B'**.
- W] Authenticated copies of the plans and specifications of the Flat/shop agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'C'**.

- X] 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.
- Y] 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.
- Z] The Promoters have obtained the development plan sanctioned from the Corporation and the Corporation have also issued a Commencement Certificate vide its letter No. CIDCO/B.P.- 11390/TPO/NM&K/2015/1066 dated 24.09.2015 AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans and have been annexed as **Annexure 'D'**.
- AA] The Allottee has applied to the Promoter for allotment of an Flat/shop No. onfloor situated in the said building being constructed on the project land.
- BB] The carpet area of the said Flat/shop is _____ square meters and "carpet area" means the net usable floor area of an Flat/shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/shop.
- CC] 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;
- DD] Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Flat/shop 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.

- EE] 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. ____ authenticated copy is attached in **Annexure 'F'**;;
- FF] Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- GG] 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/shop).

NOW THIS AGREEMENT WITNESSETH THAT IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1] The Promoter shall construct the said building consisting of ground plus 14 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 2.1(a) [i] The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/Shop No. of carpet area admeasuring sq. metres on floor in the said building (hereinafter referred to as "the Flat/Shop") as shown in the Floor plan thereof hereto annexed and marked Annexures B and C for a lumpsum consideration of Rs. including the proportionate price of the common areas and facilities appurtenant to the premises, alongwith exclusive balcony area admeasuring _____ square meters, terrace area admeasuring _____ square meters, flower bed area admeasuring _____ square meters, cupboard area admeasuring _____ square meters, as sanctioned by the local authority/CIDCO, which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee _____ basement/stilt/ podium/covered parking spaces/mechanical parking bearing No. ____ being constructed in the layout as sanctioned by the local authority for consideration of Rs. _____/-.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs(Rupees) in the following manner:-

SCHEDULE OF FURTHER PAYMENTS

01	After execution of Agreement	20%
02	On or Before Completion of Plinth	15%
03	On or Before Completion of 1 st Slab	2%
04	On or Before Completion of 2 nd Slab	2%
05	On or Before Completion of 3 rd Slab	2%
06	On or Before Completion of 4 th Slab	2%
07	On or Before Completion of 5 th Slab	2%
08	On or Before Completion of 6 th Slab	2%
09	On or Before Completion of 7 th Slab	2%
10	On or Before Completion of 8 th Slab	2%
11	On or Before Completion of 9 th Slab	2%
12	On or Before Completion of 10 th Slab	2%
13	On or Before Completion of 11 th Slab	1%
14	On or Before Completion of 12 th Slab	1%
15	On or Before Completion of 13 th Slab	1%
16	On or Before Completion of 14 th Slab	1%

17	On or Before Completion of 15 th Slab	1%
18	On or Before Completion of Brick Work, internal Plaster, flooring work and doors	5%
19	On or Before Completion of sanitary fittings, staircase, liftwell and lobbies	5%
20	On or Before Completion of external plumbing, external plaster, elevation, terrace with water proofing	5%
21	On or before completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, and all other requirements as stipulated in the Agreement	10%
22	On or Before Possession	5%
	T O T A L	90%

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and 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/shop.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the 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 Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments @3% (three Percent) per annum for the period by which the

respective instalment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters.

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.

1(i) 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/Shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Shop. Notwithstanding anything to the contrary contained herein, the Allottees shall not be entitled to claim possession of the said flat/shop until the completion certificate is received from

the local authority and the Allottees has/have paid all the dues payable under this agreement in respect of the said flat/shop to the Promoters and has/have paid the necessary maintenance amount/deposit, service tax, vat, goods and service tax and other taxes payable under this agreement of the said flat/shop to the Promoters.

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/shop 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index by availing 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/shop 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 instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the 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 instalments of sale consideration of the Flat/Shop 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 shall be provided by the Promoter in the said building as set out in **Annexure 'E'**, annexed hereto.
6. The Promoter shall give possession of the Flat/Shop to the Allottee on or before 31st day of December 2020. If the Promoter fails or neglects to give possession of the Flat/Shop 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/Shop 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/Shop on the aforesaid date, if the completion of building in which the Flat/Shop 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 stay or injunction order from any Court/forum/statutory body.
- iv] Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- v] Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- vi] Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion certificate from any appropriate authority.

vii] Any other circumstances beyond the control of the Promoter or force majeure.

- 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/Shop, 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/Shop 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 shall inform the Allottee in writing within a period of 7 days from the receipt of the Occupancy Certificate that the same has been obtained from CIDCO.
- 7.2 The Allottee shall take possession of the Flat/Shop within 15 days of the written notice from the promoter to the Allottee intimating that the said Flats/Shop are ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Flat/Shop:** Upon receiving a written intimation from the Promoter as per clause 7.1 and 7.2, the Allottee shall take possession of the Flat/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 and 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 The Promoters have made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoters in the title report of the advocate. The Promoters have also disclosed to the Allottee(s) nature of its right, title and interest or right to construct building(s), and also given

inspection of all documents to the Allottee(s) as required by the law. The Allottee(s) having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

7.5 The Allottee(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 there under or any statutory amendment(s), modification(s) 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 Promoters with such permission, approvals which would enable the Promoters to fulfil 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(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.

7.6 The Promoters accept no responsibility in this regards. The Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment / remittances on behalf of any Allottee(s) and such third party shall not have any right in the

application / allotment of the said Flat/Shop applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee(s) only.

- 7.7 If within a period of 5 (Five) years from the date of handing over the Flat/Shop to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect in the Flat/Shop or the building in which the Flat/Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee(s) shall not carry out any alterations of the whatsoever nature in the said flat/shop and in specific the structure of the said unit/wing of the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the promoters, and shall not mean defect(s) caused by normal wear and tear and by negligent use of flat/shop by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee(s) to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat/shop are regularly filled with white cement/epoxy to prevent water seepage.

- 7.8 It is agreed that the described liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoter has given the necessary intimation for possession to the Allottee or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Flat/Shop, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee/Owner/User of Flat/Shop below or any affected apartment. If due to the Allottees or any other Allottees act or negligence, the Allottees apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.
8. The Allottee shall use the Flat/shop or any part thereof or permit the same to be used only for purpose of residence/commercial use. He shall use the parking space if any only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Flats/Shop 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 organisation 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 in the said structure of the Building or wing in which the said Flat/Shop is situated.
- 9.2. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/Shop 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/shop) 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 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.

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-atLaw/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, 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.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement

and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/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 confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee in the manner contemplated in this Agreement;

viii. 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;

ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the flat/shop is handed over or occupancy certificate is obtained whichever is earlier.

x. 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/Shop may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat/Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop 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/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop 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/shop and maintain the Flat/Shop 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/Shop is situated or the Flat/Shop 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/Shop 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/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop 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/Shop 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/Shop 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/Shop 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/Shop in the compound or any portion of the project land and the building in which the Flat/Shop 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/Shop 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/Shop 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/Shop 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/Shop 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/Shop 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/Shop 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. Not to change the position of the sliding windows provided by the Promoters in the Flat/Shop by the Flat/Shop Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat/Shop.

xiii. Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said building or any part thereof or whereby any increased premium become payable in respect of such insurances.

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/Shop 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/Shop 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/shop 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/Shop.

18. Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the CIDCO and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoter, however, the same would be reimbursed by the Allottee to the Promoter in proportion of the area of the said Apartment to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

19. It is also agreed and understood that the Promoter shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actuals for Apartment lying vacant, & unsold Apartment in the said Building. However the promoter shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges. However if the promoter gives the apartment on lease he shall pay all the proportionate charges as paid by all other apartment allottees.

20. The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
21. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.
22. It has been made clear by the Promoters to the Allottee(s) that the electric meters as well as the water meter in the said Proposed Buildings project will be in the name of the Promoters herein and the Allottee(s) and /or the legal body which may be formed shall get the same transferred in their favour and the Promoter(s) will grant their No Objection as and when required.
23. The Promoters and the Allottee(s) hereby covenant with each other that after formation of the society of the various allottee(s), the Promoters shall be entitled to sell and dispose of the unsold premises in the said buildings Project to any prospective buyers without payment of any transfer fee or premium and the society shall admit the buyers of the premises as may be nominated by the Promoters without payment of any transfer fee or premium or any other charges to the said Society/Condominium.
24. The Allottee(s) is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them, the Promoters have agreed to and is executing this Agreement for sale and Allottee(s) hereby agree(s) to indemnify and keep indemnified the Promoter(s) absolutely and forever from and against all and any damage or loss that may be caused to the Promoter(s) including inter-alia against and in respect

of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter(s), by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee(s) being untrue and/or as a result of the Promoter/s entering in to this Agreement for sale and/or any other present/future writings with the Allottee(s) and/or arising there from.

25. It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat/Shop will be in exclusive possession of the said Allottee(s) of the said Flat/Shop and other Allottee(s) will not in any manner object to the Promoters selling the Flat/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.
26. This Agreement shall always be subject to the terms and conditions of the Tripartite Agreement and of the Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.
27. The Allottee(s) hereby agree(s) to pay to the Promoters the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/ Deed of Assignment to be executed by the Corporation in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.
28. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the

Corporation in respect of the said Plot and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal body or if such Deed of Lease is already executed in favour of the Promoters and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoters in respect of the said Plot and the building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal body, then such premium amount shall be borne and paid by the Allottee(s)s proportionately. In order to enable such co-operative society or limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee(s) hereby agree(s) and bind(s) himself/herself/themselves to pay such co-operative society or limited company or any other legal body his/her/their share in such premium and/or amount payable to the Corporation in proportion to the area of the Flat/Shop in the said building.

29. The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).
30. The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Allottee(s) undertake(s) to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority. The Allottee(s) agree(s) and confirm(s) that the Promoters shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Flats/Shop in the said building.

The Promoters shall, however, pay the municipal tax/cess payable to the concerned authority in respect of such unsold Flats/Shop.

31. The Promoters shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoters. If the Promoters have agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoters inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).

32. If the Allottee(s), before being put in possession of the said Flat/Shop, desire(s) to sell or transfer his/her/their interest in the said Flat/Shop or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee(s) obtain(s) the prior written permission of the Promoter(s) in that behalf. In the event of the Promoter(s) granting such consent, the Allottee(s) shall be liable to and shall pay to the Promoter(s) such sums as the Promoter(s) may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same provided however that such transferee(s)/assignee(s) of the Allottee(s) shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee(s) to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee(s)/assignee(s) also. The Allottee(s) and the persons to whom the said Flat/Shop is permitted to be transferred with the written consent of the Promoters, shall observe and perform

bye laws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the municipal council and/or public bodies. The Allottee(s) and persons to whom the said Flat/Shop is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat/Shop and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

33. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to have the name of the project “**PILLARS REGENCY**” and building will be denoted by letters or name “**PILLARS REGENCY**” building numbers in numerical as per sanction plan or as decided by the promoters herein on a building and at the entrances of the scheme. The allottee(s) in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter’s name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.

34. **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.

35. **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/shop/plot/building, as the case may be.
36. **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.
37. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE.** 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/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.
38. **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.

39. **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.
40. **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.
41. 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.
42. 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.

43. **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.
44. **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
45. **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 Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
46. **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 Panvel courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a plot of land bearing F-36 admeasuring an area of 2399.08 Sq.mtrs. or thereabout, in Sector No. 08 of revenue village Ulwe of Taluka Panvel, District Raigad.. The Said Plot No.F-36 is bounded as under:

- On or towards the North by : 30 meter wide road
- On or towards the South by : Plot no. F-33 to F-35
- On or towards the East by : 11 meter wide road
- On or towards the West by : Plot no. F 37

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of premises bearing Flat/Shop No. of carpet area admeasuring sq. metres on floor in the said building for a lumpsum consideration of Rs. including the proportionate price of the common areas and facilities appurtenant to the premises, the main entrance door after the landing on the floor of the said premises hereby agreed to be sold in proportion with other premises on the same floor, alongwith exclusive balcony area admeasuring _____ square meters, terrace area admeasuring _____ square meters, flower bed area admeasuring _____ square meters, cupboard area admeasuring _____ square meters as sanctioned by the Local Authority/CIDCO.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

Please affix

photograph

Please affix

photograph

(1) _____

(2) _____

At _____ on _____

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

Please affix

photograph

(1)_____

(Authorized Signatory)

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

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 the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C

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

ANNEXURE – D

Commencement Certificate

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

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

R E C E I P T

RECEIVED a sum of Rs. _____/- [Rupees _____ **only**] from within named flat/shop purchaser/s paid by cheque No. _____ dated _____ drawn on _____, _____ Branch, vide Receipt No. _____, dated _____being advance & earnest amount and/or part payment towards the sale price in respect of Flat/Shop No. _____ On _____ floor in the building known as “**PILLARS REGENCY**” to be constructed on plot of land bearing F-36 admeasuring an area of 2399.08 Sq.mtrs. or thereabout, in Sector No. 08 of revenue village Ulwe of Taluka Panvel, District Raigad as agreed under these presents.

**WE SAY
RECEIVED**

Rs._____/-

M/S. AAGAM BUILDCON

ANNEXURE 'E'

SPECIFICATION AND AMENITIES FOR FLAT/SHOP

- 01] Vitrified type of flooring in all the rooms.
- 02] Elegant Granite marble top kitchen Platform with stainless steel sink.
- 03] Full Glazed tiled bathroom.
- 04] Full glazed tiles W.C. and toilets.
- 05] Dado 2 ft. of glazed tiles above kitchen platform.
- 06] Decorative main doors and internal wooden flush doors with oil paint.
- 07] Marble frame doors with PVC (Syntax Type) shutters for WC, toilets & bathrooms.
- 08] Good quality lift
- 09] Aluminum sliding windows with marble window sill.
- 10] Concealed plumbing with S. S. fittings.
- 11] Concealed copper wiring with adequate fan and tube light points.
- 12] Telephone and Cable T. V. Point in living room and master bedroom.
- 13] Externally snowcem/sandtex/cement paint and internally white wash
- 14] Elegant Elevation of **“PILLARS REGENCY”**.

Date- _____

To,

Mr. _____,

Dear Sir,

Sub: Allotment of Flat no. in the Building “PILLARS REGENCY” at Sector-8, Plot F-36, ULWE, Navi Mumbai.

- 1] On your request, we are glad to allot you flat no. _____, admeasuring approximate carpet area of _____ Sq. mtr. including the proportionate price of common areas and facilities appurtenant to the premises, alongwith exclusive balcony, terrace, flower beds, & service area if any, in the proposed building known as “PILLARS REGENCY” for a lump sum consideration of **Rs...../-** (Rupees Only).

- 2] Over and above the mentioned lumpsum price, you are also entitled to pay and bear Stamp Duty, registration and other charges payable to the concerned authorities, Water connection charges, electricity connection charges, infrastructure development charges and drainage charges, Electric cable laying charges, Land and development building charges, Legal charges for documentation, Transfer fees to CIDCO Ltd, Water Resource Development Charges, Service charges of electric connection/electric sub-station, water connection deposit and meter charges, development charges and any other charges of deposits payable to any authority concerned, Service tax, VAT, GST and/or any other taxes, cesses that shall be levied or become leviable by CIDCO or any other Government Authorities and also such other charges, escalations imposed by CIDCO or any other Government Authorities, as the case may be.

- 3] You have remitted part payment of Rs. _____. [Rupees _____ and balance amount of Rs. _____ is due and payable by you.
- 4] By this letter you are called upon to attend the office of the undersigned and execute the Agreement for sale and fix a time period for registration of the Agreement for sale. Failure on your part to lodge the Agreement for sale for registration and/or for delayed registration shall not entail the undersigned to any penalty and the undersigned shall not be in any manner responsible for non-registration of the said Agreement for sale.
- 5] You are requested to remit a sum of Rs. _____ being the balance amount as per the schedule annexed. On committing default towards the payment of the said balance amount, interest shall be charged at the rate of 18% per annum.
- 6] You shall not transfer, assign, let, sublet or part with or alienate the said flat to any third party without the consent of the undersigned. If the outstanding amount is not paid along with interest as per the schedule annexed, the Promoters are entitled and shall cancel the allotment and the Agreement for Sale and forfeit the earnest money paid by you and all the legal and incidental expenses shall be borne by you or deducted from the amount paid by you.
- 7] You have given your irrevocable consent and do not have any objection if the plans sanctioned and revised by the statutory authorities from time to time as per the requirement.
- 8] Upon receiving a written intimation from us, you shall take possession of the Flat/Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and we shall give possession of the said Flat to you, failing which you shall continue to be liable to pay maintenance charges as applicable from the date of written intimation by us.

- 9] We shall not be responsible towards any third party making payment / remittances on your behalf and such third party shall not have any right in the application / allotment of the said Flat/Shop applied for herein in any way and we shall be issuing the payment receipts in your favour only.

I/We confirm and accept the aforesaid mentioned

(_____)

FOR – **AAGAM BUILDCON**

Thanking You.

PARTNER/s

Encl. Annexure – Payment schedule